



PHILIP L. BROWNING
Director

**County of Los Angeles
DEPARTMENT OF CHILDREN AND FAMILY SERVICES**

425 Shatto Place, Los Angeles, California 90020
(213) 351-5602

Board of Supervisors

GLORIA MOLINA
First District
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ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

June 04, 2013

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

26 June 4, 2013

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

Dear Supervisors:

**REQUEST APPROVAL OF ONE-YEAR EXTENSION TO
TRANSITIONAL HOUSING PROGRAM-PLUS CONTRACTS AND APPROVAL OF NEW
TRANSITIONAL HOUSING PLACEMENT PROGRAM CONTRACT NEGOTIATED THROUGH
PROCUREMENT BY NEGOTIATION
(ALL SUPERVISORIAL DISTRICTS) (3 VOTES)**

SUBJECT

The Department of Children and Family Services (DCFS) is requesting approval to extend the current 12 Transitional Housing Program-Plus (THP-Plus) contracts for one year effective July 1, 2013, through June 30, 2014, to allow sufficient time to complete a Request for Proposal (RFP) for the provision of the THP-Plus services. Simultaneously, DCFS is also requesting the approval of three new contracts negotiated through Procurement by Negotiation (PBN) with the current providers for Transitional Housing Placement Program (THPP) for one year from July 1, 2013, through June 30, 2014, and if necessary, for an additional six-month extension, effective July 1, 2014, through December 31, 2014, to complete solicitation and develop new contracts incorporating new instructions of Assembly Bill (AB) 12 for the provision of the combined Transitional Housing Placement Program/Transitional Housing Placement Plus Foster Care (THPP/THP+FC) services.

On November 1, 2012, CDSS approved the extensions for THP-Plus contracts and the utilization of the PBN process for the THPP contracts effective July 1, 2013, through June 30, 2014, pursuant to Manual of Policy and Procedures (MPP) Section 23-650.18

(Procurement by Negotiation, other situation/unique circumstances); and an additional six month extension of the THPP contracts effective July 1, 2014, through December 31, 2014, pursuant to MPP 23-622.2 (Renewal Procedures) to allow adequate time to improve the THPP/THP+FC program and conduct an appropriate solicitation process to execute new contracts. Both the THP-Plus and THPP contracts will expire on June 30, 2013.

IT IS RECOMMENDED THAT THE BOARD:

1. Delegate authority to the Director of DCFS or designee and the Chief Probation Officer (CPO) or designee, to prepare and execute contract amendments (substantially similar to that in Attachment I) with the current contractors, to extend the provision of THP-Plus services effective July 1, 2013 through June 30, 2014. The estimated cost of extending the THP-Plus contracts for one-year is \$2,165,106. Sufficient funding for Fiscal Year (FY) 2013-2014, is included in the Department's budget request.
2. Delegate authority to the Director of DCFS or designee to prepare and execute contracts procured through negotiation (substantially similar to that in Attachment II) with the current THPP contractors for the provision of THPP services effective July 1, 2013, through June 30, 2014, with the option to extend for an additional six months, from July 1, 2014, through December 31, 2014, if necessary, by amendment or written notice. The estimated cost of the THPP contracts for one-year is \$1,661,760, and if the optional six-month extension is exercised, the total estimated cost will be \$2,492,640. Sufficient funding for FY 2013-2014, is included in the Department's budget request and funding for FY 2014-2015 will be included in the Department's future budget request.
3. Delegate authority to the Director of DCFS or designee to prepare and execute contract amendments to the new THPP contracts to add THP+FC services if and when the current THPP providers are licensed by the California Department of Social Services (CDSS) Community Care Licensing Division (CCLD) to provide THP+FC services, provided that: (a) sufficient funding is available and appropriated; (b) prior County Counsel approval is obtained; and (c) the DCFS Director or designee will notify the Board and the Chief Executive Office (CEO) in writing that the amendment has been executed.
4. Delegate authority to the Director of DCFS or designee to prepare and execute new contracts procured through negotiation to add additional THP+FC providers, as needed, and when granted licenses by CDSS CCLD to provide the services provided that: (a) applicable Federal, State, and County contracting regulations are observed; (b) sufficient funding is available and appropriated; (c) prior County Counsel approval is obtained; and (d) the DCFS Director or designee will notify the Board and the CEO in writing that new contracts have been executed.
5. Delegate authority to the Director of DCFS or designee to prepare and execute contract amendments with THPP, THP+FC, and THP-Plus providers to increase or decrease their maximum contract amounts by no more than ten percent (10%) per year of the original Maximum Annual Contract Sum during the term of each of the contacts to accommodate increases in units of services provided: (a) the amendments do not include cost of living adjustments, (b) sufficient funding is available for increases, (c) County counsel and the Chief Executive Officer (CEO) approval is obtained prior to executing the amendments, and (d) the Director of DCFS notifies the Board and CEO in writing that an amendment(s) has/have been executed within ten (10) workdays of the amendment's execution.
6. Delegate authority to the Director of DCFS or designee and the Chief Probation Officer (CPO) or

designee, to prepare and execute amendments to THP-Plus contracts and to the Director of DCFS or designee to prepare and execute contract amendments to THPP contracts for any change which affects the scope of work, term of contract, contract sum, payments or any terms or conditions included under this contract. The approval of County Counsel must be obtained for any changes which affect the scope of work.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

On September 30, 2010, AB 12, California's Fostering Connections to Success Act was signed into law. AB 12 allows California to extend foster care up to age 21 for young adults who meet the federal participation criteria for continued eligibility after age 18, including those served under a State-Tribe IV-E agreement and supervised by Probation. Those youth who remain in extended foster care are referred to as Non Minor Dependents (NMDs). AB 12 adds two new placement options for NMDs; 1) Transitional Housing Placement Plus Foster Care (THP+FC), and 2) Supervised Independent Living Placement (SILP).

On June 25, 2012, Senate Bill (SB) 1013 was approved, revising the licensing or certification standards for THP+FC program from a certified County approved placement option to a placement option offered by a State licensed transitional housing provider. On September 11, 2012, CDSS issued significantly different implementation instructions for the THP+FC program in support of SB 1013. The new instructions require extensive revisions to the Statement of Work (SOW) and the contract, and will result in the delay of the solicitation process and completion of the new contract.

The requested actions will ensure continuous services for an additional 12 months for THP-Plus contracts and up to 18 additional months for THPP contracts, if the optional additional six-month extension is exercised, pending the completion and adoption of new contracts for the two programs by the Board.

On November 1, 2012, CDSS approved the extensions for THP-Plus contracts and the utilization of the PBN process for the THPP contracts effective July 1, 2013, through June 30, 2014, pursuant to Manual of Policy and Procedures (MPP) Section 23-650.18 (Procurement by Negotiation, other situation/unique circumstances) and an additional six- month extension of the THPP contracts effective July 1, 2014, through December 31, 2014, pursuant to MPP 23-622.2 (Renewal Procedures) to allow adequate time to improve the THPP/THP+FC program and conduct an appropriate solicitation process to execute new contracts.

Pursuant to the provisions of the California Welfare and Institutions Code, Section 11403.2(a), and AB 427 (Chapter 125, Statutes of 2001) as modified first by AB 1119 and later by AB 12 and SB 1013, the THP-Plus and THPP contracts assist youth in transitioning from dependence to self-sufficiency through supervised transitional living/housing and other needed support services. THP-Plus is a transitional housing opportunity for former DCFS foster or Probation youth, from 18 years of age until the day before their 24th birthday, who are not self-sufficient and are at-risk of homelessness. THPP participants are DCFS foster youth from 16 years of age until the day before their 18th birthday, who are given the opportunity to live independently with supervision and are provided assistance, such as: educational support and transportation; employment and goal setting; life skills and socialization; health and safety training; housekeeping and nutritional food preparation; food, clothing and personal care allowances; and money management training.

Implementation of Strategic Plan Goals

The recommended actions are consistent with the principles of the Countywide Strategic Plan Goal #3 – Integrates Services Delivery: Maximize opportunities to measurably improve client and community outcomes and leverage resources through the continuous integration of health, community, and public safety services.

FISCAL IMPACT/FINANCING

Funds will be disbursed on a per-client basis, with limitations set on the number of clients rather than establishment of an Annual Maximum Contract Amount for each contractor. Sufficient funding is included in the Department's FY 2013-2014 budget requests for THPP and THP-Plus, and funding for FY 2014-2015, will be included in the Department's future budget request. Funds per Program are itemized as follows:

- THP-Plus – the estimated cost for one year is \$2,165,106, and is financed using one-hundred percent (100%) State revenue
- THPP – the estimated cost for one year is \$1,661,760, and \$830,880 for the additional six months, and is financed using thirty-six percent (36%) Federal revenue, thirty-three percent (33%) State revenue and thirty-one percent (31%) net County cost (NCC).

When THP+FC services are implemented during the PBN contract period, the total estimated number of cases to be served is 304, of which, 192 will be from DCFS and 112 will be from Probation and the following amount will be allocated to the Program.

- THP+FC – the estimated cost for one year is \$10,196,160, and \$5,098,080, for the additional six months, and will be financed using twenty-eight percent (28%) Federal IV-E revenue, twenty-nine percent (29%) 2011 Realignment and forty-three percent (43%) net County cost (NCC).

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The THP-Plus Program was created pursuant to AB 427 (Chapter 125, Statutes of 2001), as modified by AB 1119. The THPP is authorized under AB 2774 Statutes of 1998, and related Federal regulations and State laws implementing the program, the most recent of which is SB 1013. The THP-Plus and THPP contract extensions are authorized under CDSS Manual of Policies and Procedures (MPP) Sections 23-650.18 and 23-620.22, and Chapter 2.121.250 et seq. of the County Code, Contracting with Private Businesses.

For the period of January 1, 2009, through December 31, 2009, the Board authorized 14 THP-Plus and three THPP contracts per adopted Board letter dated December 2, 2008, with delegated authority to the Director of DCFS or designee and the CPO or designee to execute these two contracts. Three additional one-year extensions from January 1, 2010, through December 31, 2012, and an additional six month extension option from January 1, 2013, through June 30, 2013, were exercised by the DCFS Director and the CPO through their delegated authorities. Two out of 14 THP-Plus contractors are no longer with the program. At present, there are 12 THP-Plus and three THPP contractors (Attachment III).

The Department evaluated and determined that the Living Wage Program (County Code Chapter 2.201) does not apply to these contracts. These services cannot be effectively performed by County

employees because they require the development and utilization of resources that are not available in the County system.

The current 12 THP-Plus contractors are certified by the DCFS Youth Development Services Division. The current three THPP contractors are the only licensees by CDSS in Los Angeles County. The designated Program Manager for each program is responsible for conducting periodic inspections and monitoring of their contracts.

The CEO and County Counsel have reviewed the attached proposed PBN contract, Amendments and Board letter. The proposed PBN contract and Amendments have been approved as to form by County Counsel.

CONTRACTING PROCESS

The current THP-Plus and THPP contractors were taken from the pool of qualified contractors selected through a joint THP-Plus/THPP Request for Statement of Qualifications (RFSQ) issued in 2008. On December 2, 2008, the original THP-Plus and THPP contracts were approved by your Board effective January 1, 2009, through December 31, 2009, with delegated authority to the Director of DCFS or designee and CPO or designee to exercise the option to extend for up to two additional one-year periods through December 31, 2011. Due to the needs for these services, all the above options were exercised through the delegated authority granted by the Board.

On December 20, 2011, the Board approved an additional one-year extension to these contracts effective January 1, 2012, through December 31, 2012, with an option to extend for an additional six months through June 30, 2013, if necessary, to complete the solicitation and negotiation of new contracts, with delegated authority to the Director of DCFS or designee and CPO or designee. Due to the nature of the changing implementing guidelines recently issued by CDSS relative to the THPP/THP+FC program, the required solicitation and completion of the new contracts for the two programs have been delayed. Since, there is continuing need for these services, all the available options for extension were exercised through the delegated authority granted by the Board.

CONTRACTOR PERFORMANCE

The monitoring of the THP-Plus and THPP contracts, to ensure contractors' satisfactory compliance is performed on an annual basis which includes an evaluation of monthly invoices and on-site monitoring for fiscal, administrative and service delivery compliance. The most recent monitoring results for 2012 indicated that the contractors have sufficiently met the performance standards of their contracts.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The approval of these requests will allow the Department to continuously provide the same levels of housing and support services compared to previous years for each program for the benefit of DCFS foster and Probation youth served by the programs pending the adoption of new contracts.

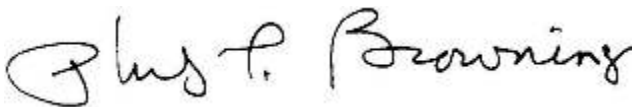
The current services provided under the THPP contract will be improved and expanded by adding the new THP+FC services. Consequently, additional new providers will be added to the contracts as

they become licensed by CDSS, CCLD.

CONCLUSION

Upon Board approval, the Executive Officer, Board of Supervisors, is requested to return one adopted stamped Board Letter to the Department of Children and Family Services.

Respectfully submitted,

A handwritten signature in black ink that reads "Philip L. Browning". The signature is written in a cursive, flowing style.

PHILIP L. BROWNING

Director

PLB:CMM:EM

KF:CC:lv

c: Attachments (3)

Chief Executive Officer
County Counsel
Executive Officer, Board of Supervisors
Chief Probation Officer

ATTACHMENT I



AMENDMENT NUMBER THREE

TRANSITIONAL HOUSING PROGRAM FOR EMANCIPATED FOSTER/PROBATION YOUTH (THP-Plus)

CONTRACT NUMBER _____

WITH

**AMENDMENT NUMBER THREE
TRANSITIONAL HOUSING PROGRAM FOR EMANCIPATED FOSTER/PROBATION
YOUTH (THP-Plus)**

CONTRACT NUMBER _____

WITH

**_____
CONTRACTOR**

This Amendment Number Three (hereinafter referred to as "Amendment") to the Transitional Housing Program for Emancipated Foster/Probation Youth (THP-Plus) Contract Number _____, (hereinafter referred to as "Contract") is made and entered into at Los Angeles, California this _____ day of _____, 2013, by and between County of Los Angeles (hereinafter referred to as "COUNTY") and, _____ (hereinafter referred to as "CONTRACTOR).

WHEREAS, COUNTY and CONTRACTOR are parties to this Contract, adopted by the Board on December 2, 2008, and CONTRACTOR has been providing THP-Plus Services to the COUNTY;

WHEREAS, the purpose of this Amendment is to extend the term of this Contract for one additional year, effective July 1, 2013 through June 30, 2014.

WHEREAS, this Amendment is prepared and executed by COUNTY and CONTRACTOR as set forth in the Contract, Part II, STANDARD TERMS AND CONDITIONS, SECTION 7.0, CHANGES AND AMENDMENTS;

NOW THEREFORE, COUNTY and CONTRACTOR mutually agree to the following changes to the Contract:

1. Part I, UNIQUE TERMS AND CONDITIONS, SECTION 4.0, **TERM AND TERMINATION subsection 4.1** is amended to add subparagraphs 4.1.4 to read as follows:
 - 4.1.4 The term of this contract is extended for one additional year, effective July 1, 2013 through June 30, 2014, unless terminated earlier as provided in the Contract
2. Exhibit B-2 is amended by incorporating a new line item budget for the period July 1, 2013 through June 30, 2014.

ALL OTHER TERMS AND CONDITIONS OF THE CONTRACT REMAIN IN FULL FORCE AND EFFECT.

**AMENDMENT NUMBER THREE
TRANSITIONAL HOUSING PROGRAM FOR EMANCIPATED FOSTER/PROBATION
YOUTH (THP-Plus)**

CONTRACT NUMBER _____

IN WITNESS WHEREOF, the Board of Supervisors of the COUNTY of Los Angeles has caused this Amendment Number Three to be subscribed on its behalf by the Director of the Department of Children and Family Services and the Chief Probation Officer of the Probation Department and the CONTRACTOR has caused this Amendment Number Three to be subscribed on its behalf by its duly authorized officer(s) as of the day, month and year first above written. The person(s) signing on behalf of the CONTRACTOR warrant(s) under penalty of perjury that he or she is authorized to bind the CONTRACTOR in or to this Contract.

COUNTY OF LOS ANGELES

CONTRACTOR

Name of Agency

By: _____
Philip L. Browning, Director
Department of Children & Family Services

By: _____

Name: _____

Title: _____

By: _____
Jerry E. Powers
Chief Probation Officer
Probation Department

By: _____

Name: _____

Title: _____

Tax Identification Number

APPROVED AS TO FORM:
BY THE OFFICE OF COUNTY COUNSEL
ANDREA SHERIDAN ORDIN, County Counsel

By: _____
David Beaudet, Senior Deputy County Counsel

TRANSITIONAL HOUSING PLACEMENT PROGRAM (THPP)

(CFDA# 93.658)

MASTER CONTRACT

BY AND BETWEEN

COUNTY OF LOS ANGELES



AND

(ENTER CONTRACTOR's LEGAL NAME)

Department of Children and Family Services (DCFS)
Contracts Administration
425 Shatto Place, Room 400
Los Angeles, California 90020

JULY 1, 2013

COUNTY OF LOS ANGELES
DEPARTMENT OF CHILDREN AND FAMILY SERVICES
TRANSITIONAL HOUSING PLACEMENT PROGRAM (THPP) SERVICES CONTRACT

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Attachment B	Community Business Enterprise Form (CBE)
Attachment C-1	CONTRACTOR Acknowledgement and Confidentiality Agreement
Attachment C-2	CONTRACTOR's Employee Acknowledgement and Confidentiality Agreement
Attachment D	CONTRACTOR's Non-Employee Acknowledgment and Confidentiality Agreement
Attachment E	Auditor-Controller Contract Accounting and Administration Handbook
Attachment F	Internal Revenue Notice 1015
Attachment G	Jury Service Program Certification and Los Angeles County Code 2.203 (Jury Service Program)
Attachment H	Safely Surrendered Baby Law Fact Sheet
Attachment I	CONTRACTOR's Administration
Attachment J	COUNTY's Administration
Attachment K	Charitable Contributions Certification
Attachment L	User Complaint Report (UCR)
Attachment M	DCFS/Probation Transitional Housing Placement Program Contract Investigation/Monitoring/Audit Remedies and Procedures
Attachment N	Certification of Compliance with the County's Defaulted Property Tax Reduction Program
Attachment O	Payment Resolution Notification
EXHIBIT C:	PRICING SCHEDULE
EXHIBIT D:	LINE ITEM BUDGET
EXHIBIT E:	THPP PROGRAM STATEMENT

EXHIBIT F: SEMI-ANNUAL REVENUE AND EXPENDITURE REPORT

EXHIBIT G: CDSS COMMUNITY CARE LICENSING DIVISION (CCLD)
LICENSE

EXHIBIT H: SERVICE DELIVERY SITES

Contract Number: _____

**COUNTY OF LOS ANGELES
DEPARTMENT OF CHILDREN AND FAMILY SERVICES
TRANSITIONAL HOUSING PLACEMENT PROGRAM SERVICES CONTRACT**

Transitional Housing Placement Contract (hereinafter referred to as "Contract").

This Contract is made and entered into this ____ day of _____ 2013, by and between

County of Los Angeles
hereinafter referred to as "COUNTY"

and

hereinafter referred to as "CONTRACTOR."

RECITALS

WHEREAS, pursuant to Government Code Sections 26227, 31000 and 53703, COUNTY is permitted to contract for services; and

WHEREAS, the COUNTY desires to provide Transitional Housing Placement Program Services; and

WHEREAS, COUNTY has determined that the services to be provided under this Contract are critical to the well-being of children in the care of the Los Angeles County Department of Children and Family Services who are preparing for emancipation; and

WHEREAS, this contract shall provide services pursuant to the provisions of Welfare and Institutions Code (WIC) Section 11403.2 (a), (Federal Independent Living Program regulations and related State laws), the California Department of Social Services (CDSS) is designated to administer a statewide system of establishing a Transitional Housing Placement Program (THPP) in each county, including Los Angeles County; and

WHEREAS, the purpose of the THPP is to provide independent living opportunities for eligible participants to practice life skills in a safe environment to ease the transition from dependence to self-sufficiency through supervised housing and supportive services; and

WHEREAS, CONTRACTOR warrants that it possesses the competence, expertise and personnel necessary to provide such services.

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions set forth herein, the parties hereto do agree as follows:

PART I: UNIQUE TERMS AND CONDITIONS

1.0 APPLICABLE DOCUMENTS AND DEFINED TERMS

- 1.1 This Contract and the Exhibits hereto constitute the complete and exclusive statement of understanding between the parties, which supersedes all previous agreements, written or oral, and all other communications between the parties relating to the subject matter of this Contract. No change to this Contract shall be valid unless prepared pursuant to Part II, "Changes and Amendments" and signed by both parties.
- 1.2 Exhibits A to H, and Exhibit B Attachments A, B, C-1, C-2, D, E, F, G, H, I, J, K, L, M, N and O set forth below, are attached to and incorporated by reference in this Contract.
- 1.3 The headings, page numbers, sections, and sub-section numbers contained in this Contract are for convenience and reference only and are not intended to define the scope of any provision herein.
- 1.4 In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, contents or description of any task, deliverable, product, service, or other work between this Contract, Statement of Work, and Exhibits, or among Exhibits, said conflict or inconsistency shall be resolved by giving precedence first to the Contract, Statement of Work, Exhibits, and Attachments according to the following priority:

Exhibit A	Statement of Work
Exhibit B	Attachments
Attachment A	CONTRACTOR's Equal Employment Opportunity (EEO) Certification
Attachment B	Community Business Enterprise Form (CBE)
Attachment C-1	CONTRACTOR Acknowledgement and Confidentiality Agreement
Attachment C-2	CONTRACTOR's Employee Acknowledgement and Confidentiality Agreement
Attachment D	CONTRACTOR's Non-Employee Acknowledgment and Confidentiality Agreement
Attachment E	Auditor-Controller Contract Accounting and Administration Handbook
Attachment F	Internal Revenue Notice 1015
Attachment G	Jury Service Program Certification and Los Angeles County Code 2.203 (Jury Service Program)

Attachment H	Safely Surrendered Baby Law Fact Sheet
Attachment I	CONTRACTOR's Administration
Attachment J	COUNTY's Administration
Attachment K	Charitable Contributions Certification
Attachment L	User Complaint Report (UCR)
Attachment M	DCFS Transitional Housing Placement Program Contract Investigation/Monitoring/Audit Remedies and Procedures
Attachment N	Certification of Compliance With the County's Defaulted Property Tax Reduction Program
Attachment O	Payment Resolution Notification
Exhibit C:	Pricing Schedule
Exhibit D:	Line Item Budget
Exhibit E:	THPP Program Statement
Exhibit F:	Semi-Annual Revenue and Expenditure Report
Exhibit G:	CDSS Community Care Licensing Division (CCLD) License
Exhibit H:	Service Delivery Sites

1.5 The following words as used herein shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used:

1.5.1 **Abuse** - means a situation in which a child suffers from any one or more of the following:

- (1) Serious physical injury inflicted upon the child by other than accidental means.
- (2) Harm by reason of intentional neglect or malnutrition or sexual abuse.
- (3) Going without necessary and basic physical care.
- (4) Willful mental injury, negligent treatment, or maltreatment of a child under the age of 18 by a person who is responsible for the child's welfare under circumstances which indicate that the child's health or welfare is harmed or threatened thereby, as determined in accordance with regulations prescribed by the Director of Social Services.
- (5) Any condition which results in the violation of the rights or physical, mental, or moral welfare of a child or jeopardizes the child's present or future health, opportunity for normal development or capacity for independence.

1.5.2 **Agency** - means a licensee who has been COUNTY-certified as a THPP provider.

- 1.5.3 **Agency Amount** - means the portion of the THPP rate for the proper and efficient administration of the Transitional Housing Placement Program.
- 1.5.4 **Bathroom** - means a private room with a door, located within a THPP Unit that includes a functional full-size sink, toilet and bathtub and/or shower.
- 1.5.5 **Budget** - means the agency's itemized list of expenses that describes the use of the rate amount for THPP Participants that CONTRACTOR is required to provide on the State required Budget Form in the agency's Program Statement.
- 1.5.6 **California Department of Social Services (CDSS), Community Care Licensing Division (CCLD)** - means the regulatory enforcement division within the California Department of Social Services whose mission is to promote the health, safety, and quality of life of each person in community care through the administration of an effective collaborative regulatory enforcement system.
- 1.5.7 **Case Plan/Case Plan Update** – means a written document which identifies the appropriate type of home, (i.e. foster care, group home) to meet the Participant's placement needs and the COUNTY'S plan to ensure the Participant receives his/her required services while in foster care.
- 1.5.8 **Certified Employee** – means an employee or volunteer certified by a licensed THPP CONTRACTOR to assist in providing intensive Independent Living Skills training, counseling, and supervision to foster youth, who is issued a certificate of approval by the CONTRACTOR as meeting all requirements and regulations as defined herein. Certification by the CONTRACTOR authorizes the qualified employee/volunteer to have direct contact with THPP Participants when performing such activities as providing direct supervision, counseling, support, and services to THPP Participant to meet the goals of each Participant's Transitional Independent Living Plan (TILP).
- 1.5.9 **Chief Executive Office or Chief Executive Officer** - means the office/position established to assist the Board of Supervisors in handling administrative details of the County.
- 1.5.10 **Children's Health and Disability Prevention (CHDP) Program** -means a plan that provides immunizations and health screenings. CHDP services are limited to physical

examinations, lab tests and immunizations. The program does not provide follow up treatment to conditions found in the examination, nor does it provide dental or vision services.

- 1.5.11 **Children's Social Worker (CSW)** - means COUNTY employees that are responsible for the THPP Participant's case plan, case plan updates, TILP and various other responsibilities regarding the THPP Participant's care and well-being.
- 1.5.12 **Contract** – means an agreement executed between COUNTY and CONTRACTOR. It sets forth the terms and conditions for the issuance and performance of Exhibit A, Statement of Work.
- 1.5.13 **CONTRACTOR** – means the sole proprietor, partnership, or corporation that has entered into a contract with the COUNTY to perform or execute the work covered by Exhibit A, Statement of Work.
- 1.5.14 **CONTRACTOR Program Director** – means the individual designated by CONTRACTOR who is responsible for managing all phases of the CONTRACTOR's operations and interfacing with the COUNTY Program Manager relating to this Contract.
- 1.5.15 **Corrective Action Plan** - means a plan developed by the COUNTY Program Manager to meet deficiencies in the CONTRACTOR's THPP program identified by the COUNTY Program Manager.
- 1.5.16 **COUNTY** – means the Department of Children and Family Services on behalf of the County of Los Angeles and its Board of Supervisors.
- 1.5.17 **COUNTY's Board of Supervisors** - means the governing body of the County of Los Angeles.
- 1.5.18 **COUNTY Certificate of Approval** - means a document issued by the COUNTY Program Manager that indicates approval and authorization of an Agency's Transitional Housing Placement Program.
- 1.5.19 **COUNTY Program Manager** – means the COUNTY representative responsible for daily management of contract operation and the oversight of monitoring activities, compliance with the requirements of the Contract, and the delivery of services.

- 1.5.20 **Day or Days** – means, whether singular or plural, whether with initial letter capitalized or not, calendar day(s) and not business or workday(s), unless otherwise specifically stated.
- 1.5.21 **DCFS** - means COUNTY's Department of Children and Family Services.
- 1.5.22 **Decertified Employee** - means an employee or volunteer of the CONTRACTOR whose authorization to work directly with THPP Participants has been revoked by either the CONTRACTOR or COUNTY Program Manager. Decertified employees or volunteers are prohibited from having any further contact whatsoever with THPP Participants.
- 1.5.23 **Direct Care Staff** – means a CONTRACTOR's Certified employees that provide care, training, supervision, tutoring, or any other task or service that involves dealing directly with THPP Participants individually or as a group. CONTRACTOR's Direct Care Staff shall not take the place of required Social Work staff nor shall Direct Care Staff be solely responsible for the duties/responsibilities required of Social Work staff including but not limited to working directly with COUNTY CSW/DPO.
- 1.5.24 **Director** - means COUNTY's Director of the Department of Children and Family Services or his or her authorized designee.
- 1.5.25 **Facility** – means all components of the THPP facility including administrative functions and the operation of the THPP unit.
- 1.5.26 **Fiscal Year(s)** - means the 12 month period beginning July 1st and ending the following June 30th.
- 1.5.27 **Good Standing** - means a provider shall not have a pattern of egregious deficiencies which may have resulted in corrective action or other administrative actions by the County or Community Care Licensing, and no substantiated allegations of abuse or neglect.
- 1.5.28 **Health and Education Passport Binder (HEP)** – means a binder that contains a summary of the THPP Participant's medical, psychological, and educational information. The Binder is divided into four sections: 1) Placement Documents (Yellow Index) – Contains the Foster THPP Participant's Needs and Case Plan Summary (DCFS 709) and Rights of Child in Out-of-Home Placement (DCFS 5650); 2) Medical and Dental Documents (Green Index) – Contains the CHDP Documentation

Checklist (DCFS 39), Parental Consent and Authorization for Medical Care (DCFS 179), Health Care Card (DCFS 560), Medical Examination Form (DCFS 561(a), Dental Examination Form (DCFS 561(b), Psychological/Other Examination Form (DCFS 561(c), Authorization for General Medical Care for a child placed by an order of the Juvenile Court (DCFS 4158), Child Health and Disability Prevention (CHDP) Brochure, Health and Education Passport (HEP), Medi-Cal Card, Psychotropic Medication Authorization Form, 3) Educational Documents (Blue Index) – Contains the Notification to School of Child's Placement Status (DCFS 1399), Individual Education Plan (IEP), and Report Card; and 4) Enhancement and Other Documents (to be filed behind the Educational Tab) – May contain photos (siblings, family, friends events, etc.) and Awards/Honors (schools, sports, etc) and any other documents not listed that the caregiver wishes to file in the Binder. The Binder should also include the CSW's business card. The HEP Binder for probation Participants is similar.

- 1.5.29 **Independent Living Program (ILP)** – means the program authorized under Title 42, Section 677(a)(1) of the U.S.Code (Social Security Act), for services and activities to assist children age 16 or older who are either a dependent (Welfare and Institutions Code Section 300) or a ward (Welfare and Institutions Code Sections 601 and 602) of the court to make the transition to independent living.

- 1.5.30 **Licensee** – means the entity licensed by CDSS CCLD that has the authority and responsibility for the operation of the THPP facility for dependent foster children pursuant to Welfare and Institutions Code Section 11403.2(a)(1).

- 1.5.31 **Maximum Contract Sum** - means the total amount to be paid under this contract.

- 1.5.32 **Medical Folder** – means a folder that is part of the HEP that contains the medical information for the THPP Participant. A Medical Folder shall also be included in the THPP Participant Record Folder and updated appropriately by THPP authorized staff.

- 1.5.33 **Neglect** - means the failure to provide a person with necessary care and protection. In the case of a Participant, the term refers to the failure of the Contractor to provide the care and protection necessary for the Participant's healthy growth and development.

Neglect occurs when the Participants are physically or psychologically endangered.

- 1.5.34 **One-Stop Career Center (One-Stop)** – means a publicly-funded resource for jobseekers and businesses to help individuals in their job search by providing career counselors, computers, reference material and job leads at each of their location. CONTRACTOR may locate the closest One-Stop in Los Angeles County via the Internet at: www.laworkforce.org.
- 1.5.35 **Participant** - means a person who partakes of the services the CONTRACTOR is obligated to perform for COUNTY under this contract.
- 1.5.36 **Participant Allowance** – means the portion of the rate paid by the provider to each foster Participant participating in THPP pursuant to Welfare and Institutions Code Section 11403.2(a)(1).
- 1.5.37 **Participant Replacement or Replacement of a Participant** – means a Participant is terminating from a THPP placement and the CONTRACTOR is placing another Participant into the previous Participant's Unit. Replacement events include (1) emancipation, (2) a Participant's death, (3) a Participant's removal by the 7-day notice process specified in Part C, Section 2.0, WELL-BEING/EDUCATION, Sub-section 2.4, paragraph 2.4.11, subparagraph 2.4.11.3 of Exhibit A, Statement of Work, (4) "aging out" (exceeding the age limit for THPP), (5) termination of Court jurisdiction, or (6) a Participant's leaving THPP participation for any other reason.
- 1.5.38 **Program** - means the work to be performed by CONTRACTOR as defined in Exhibit A, Statement of Work.
- 1.5.39 **Quality Control Plan** – means a system developed by CONTRACTOR, which defines all necessary measures taken by the CONTRACTOR to assure that the quality of the CONTRACTOR's services will meet the contract requirements regarding timelines, accuracy, appearance, completeness, consistency, and conformity as set forth in the Statement of Work.
- 1.5.40 **Remote Site Model** – means a single housing unit where the THPP participant lives independently and where licensee staff do not live in the same building as the participant.

- 1.5.41 **Rental Amount/Rent** – means the fee in return for the right to use or occupy another’s property as a THPP Unit.
- 1.5.42 **Service Planning Area (SPA)** – means one of the eight geographic regions into which the County of Los Angeles has been divided for purposes of managing the delivery of County services. The geographic boundaries of each of the eight SPAs are depicted on the map that is included in as Exhibit A, Attachment A-I.
- 1.5.43 **Single Site** – means a placement where the THPP Participant lives in an apartment, single family dwelling, or condominium rented or leased by the licensee, in which one or more adult employees reside and provide supervision.
- 1.5.44 **State** - means the government of California.
- 1.5.45 **State Manual of Policies and Procedures** - means the regulations found in the Manual of policies and procedures issued by the State of California Health and Human Services Agency, Department of Social Services (CDSS).
- 1.5.46 **THPP**– means Transitional Housing Placement Program.
- 1.5.47 **Transitional Housing Placement Program (THPP)** – means a community care facility licensed by the CDSS CCLD, and includes all components of the program that provides supervised housing and supportive services for eligible dependent foster/probation youth as specified in Welfare and Institutions Code Section 11403.2(a)(1).
- 1.5.48 **THPP Participant Record Folder (TPRF)** – means a folder that contains reports, case plan, case plan updates, medical records, data, and all other information or documents required for the THPP Participant.
- 1.5.49 **Transitional Housing Placement Program (THPP) Participant** - means a foster youth placed in a THPP Unit as specified in Welfare and Institutions Code Section 11403.2(a)(1); and may also be referred to as “Participant”.
- 1.5.50 **Transitional Housing Placement Program Staff Residential Unit (THPP Staff Residential Unit)** – means a location or official home where ONLY the adult employee(s) of the CONTRACTOR and their child(ren), if applicable reside(s) as

specified in Health and Safety Code Sections 1559.110(d)(2) and (3).

- 1.5.51 **Transitional Housing Placement Program (THPP) Unit** – means the residence where the THPP Participant(s) resides, and may also be referred to as “Unit”.
- 1.5.52 **Transitional Independent Living Plan (TILP)** – means a written service delivery plan that identifies the Participant’s current level of functioning, emancipation goals and the specific skills needed to prepare the Participant to live independently upon leaving foster care. The plan is mutually agreed upon by the Participant and the COUNTY CSW/DPO, incorporated into the initial case plan or case plan update and subsequently updated every six months or to coincide with the status review hearing date.

2.0 FUNDING FOR THE CONTRACT

- 2.1 Transitional Housing Placement Program Services is funded by Aid to Families with Dependent Children-Foster Care (AFDC-FC) under the Title IV-E Waiver. CONTRACTOR must maintain eligibility for payment from AFDC-FC funding source.
- 2.2 Failure to maintain eligibility for payment from AFDC-FC funding sources is a material breach. (See Part II, Section 53.0 TERMINATION FOR CONTRACTOR’S DEFAULT, subparagraph 53.1.1)

3.0 TERM

- 3.1 The term of this Contract shall commence on July 1, 2013 or the date of execution by the Director of Children and Family Services, whichever is later, and shall expire on June 30, 2014, or one year from the date of execution by the Director of Children and Family Services, whichever is later, unless terminated earlier or extended, in whole or in part, as provided in this Contract.
- 3.2 COUNTY shall have the sole option to extend the Contract term for up to additional six month periods, for a maximum total Contract term of 1 year and six months. Each such option and extension shall be exercised at the sole discretion of the Director, by written notice to the CONTRACTOR, provided that approval of County’s Chief Executive Office (CEO) is obtained prior to any such extension.
- 3.3 COUNTY will issue a written start work notice to CONTRACTOR indicating when services under this Contract can begin. CONTRACTOR

shall not begin any services under this Contract without such written start work notice from the COUNTY. COUNTY has the right to issue a written stop work order whenever the COUNTY deems that it is in its best interest to do so, and CONTRACTOR shall stop work immediately upon receipt of such written stop work notice.

- 3.4 CONTRACTOR shall notify COUNTY when this Contract is within six (6) months from the expiration of the term. Upon occurrence of this event, CONTRACTOR shall send written notification to the COUNTY Program Manager.
- 3.5 The term of this Contract may also be extended by the Director of DCFS by written notice to the CONTRACTOR days prior to the expiration of the contract term, after CEO approval, for a period not to exceed six (6) months beyond December 31, 2014, if such additional time is necessary to complete the negotiation or solicitation of a new Contract.

4.0 CONTRACT SUM

- 4.1 COUNTY and CONTRACTOR agree that in the event the Title IV-E Waiver Fund allocated to the THPP program is depleted, the COUNTY is not financially liable to the CONTRACTOR for the increased rate portion of the THPP participant's placement fees. As mentioned in Part I, Section 6.0, Subsection 6.2, the rate per THPP participant consists of the base rate of \$2,100, and the increased rate of \$1,362 or a total of \$3,462 per participant as listed in Exhibit C.
- 4.2 COUNTY and CONTRACTOR agree that this is a firm-fixed price contract. During the term of this Contract, COUNTY shall compensate CONTRACTOR for the services set forth in Exhibit A, Statement of Work, and at the rate of compensation of \$3,462 per month as set forth in Exhibit C, Pricing Schedule for each DCFS/COUNTY placed THPP Participant. Payments to Contractor shall be pro-rated for partial month THPP placements.
- 4.3 CONTRACTOR shall have no claim against COUNTY for, nor be entitled to, payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein.
- 4.4 CONTRACTOR shall have no claim against COUNTY for, nor be entitled to payment of any money or reimbursement, of any kind whatsoever, for any service provided by CONTRACTOR after the expiration or other termination of this Contract. Should CONTRACTOR receive any such payment, CONTRACTOR shall immediately notify COUNTY and shall immediately repay all such funds to COUNTY. Payment by COUNTY for

services rendered after expiration/termination of this Contract shall not constitute a waiver of COUNTY's right to recover such payment from CONTRACTOR. This provision shall survive the expiration or other termination of this Contract.

- 4.5 CONTRACTOR shall maintain a system of record-keeping that will allow CONTRACTOR to determine when it has incurred 75 percent of the total contract authorization under this Contract. Upon occurrence of this event, CONTRACTOR shall send written notification to the COUNTY at the address herein provided in Attachment J, County's Administration.
- 4.6 CONTRACTOR's budget is attached hereto and incorporated by reference herein as Exhibit D, Line Item Budget herein referred to as "Budget." The line items shall provide sufficient detail to determine the quality and quantity of services to be delivered. CONTRACTOR represents and warrants that the budget is true and correct in all respects, and shall deliver services in accordance with the Budget. In the event of a change in the Maximum Contract Sum, or a reallocation of the Budget, or a material, change to the scope of work, CONTRACTOR shall amend the Budget consistent with any changes and submit the Budget to the COUNTY Program Manager for approval.
- 4.7 CONTRACTOR has prepared and submitted to COUNTY a budget segregating direct and indirect costs and profit for the work to be performed by CONTRACTOR under this Contract. Budgeted expenses shall be reduced by applicable CONTRACTOR revenues, which are identified thereon. The line items shall provide sufficient detail to determine the quality and quantity of services to be delivered.
- 4.8 Time is of the essence with regard to CONTRACTOR's performance of any tasks, deliverables, goods, services, or other work, as specified in this Contract, provided, however, the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this Contract.

5.0 INSURANCE REQUIREMENTS

5.1 General Insurance Requirements

Without limiting CONTRACTOR's indemnification of the COUNTY, and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, CONTRACTOR shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Sections 5.1 and 5.2 of this Contract. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation

imposed upon CONTRACTOR pursuant to this Contract. The COUNTY in no way warrants that the Required Insurance is sufficient to protect the CONTRACTOR for liabilities which may arise from or relate to this Contract.

5.1.2 Evidence of Coverage and Notice to COUNTY: A certificate(s) of insurance coverage (Certificate) satisfactory to COUNTY, and a copy of an Additional Insured endorsement confirming COUNTY and its Agents (defined below) has been given Insured status under the CONTRACTOR's General Liability policy, shall be delivered to COUNTY at the address shown below and provided prior to commencing services under this Contract.

Renewal Certificates shall be provided to COUNTY not less than 10 days prior to CONTRACTOR's policy expiration dates. The COUNTY reserves the right to obtain complete, certified copies of any required CONTRACTOR and/or Sub-Contractor insurance policies at any time.

Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the CONTRACTOR identified as the contracting party in this Contract. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand (\$50,000.00) dollars, and list any COUNTY required endorsement forms.

Neither the COUNTY's failure to obtain, nor the COUNTY's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the CONTRACTOR, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions

Certificates and copies of required endorsement shall be sent to:

County of Los Angeles
Department of Children and Family Services
Contracts Administration
Attention: Contract Administrator
425 Shatto Place, Room 400
Los Angeles, CA 90020

CONTRACTOR also shall promptly report to COUNTY any injury or property damage accident or incident, including any injury to a Contractor employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to CONTRACTOR. CONTRACTOR also shall promptly notify COUNTY of any third party claim or suit filed against CONTRACTOR or any of its Sub-Contractors which arises from or relates to this Contract, and could result in the filing of a claim or lawsuit against CONTRACTOR and/or COUNTY.

- 5.1.3 Additional Insured Status and Scope of Coverage: The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively County and its Agents) shall be provided additional insured status under CONTRACTOR's General Liability policy with respect to liability arising out of CONTRACTOR's ongoing and completed operations performed on behalf of the COUNTY. COUNTY and its Agents additional insured status shall apply with respect to liability and defense of suits arising out of the CONTRACTOR's acts or omissions, whether such liability is attributable to the CONTRACTOR or to the COUNTY. The full policy limits and scope of protection also shall apply to the COUNTY and its Agents as an additional insured, even if they exceed the COUNTY's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.
- 5.1.4 Cancellation of or changes in Insurance: CONTRACTOR shall provide COUNTY with, or CONTRACTOR'S insurance policies shall contain a provision that COUNTY shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to COUNTY at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Contract, in the sole discretion of the COUNTY, upon which the COUNTY may suspend or terminate this Contract.
- 5.1.5 Failure to Maintain Insurance: CONTRACTOR's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Contract, upon which COUNTY immediately may withhold payments due to CONTRACTOR, and/or suspend or terminate this Contract.

COUNTY, at its sole discretion, may obtain damages from CONTRACTOR resulting from said breach. Alternatively, the COUNTY may purchase the Required Insurance, and without further notice to CONTRACTOR, deduct the premium cost from sums due to CONTRACTOR or pursue CONTRACTOR reimbursement.

- 5.1.6 Insurer Financial Ratings: Coverage shall be placed with insurers acceptable to the COUNTY with A.M. Best ratings of not less than A:VII unless otherwise approved by COUNTY.
- 5.1.7 CONTRACTOR's Insurance Shall Be Primary: CONTRACTOR's insurance policies, with respect to any claims related to this Contract, shall be primary with respect to all other sources of coverage available to CONTRACTOR. Any COUNTY maintained insurance or self-insurance coverage shall be in excess of and not contribute to any CONTRACTOR coverage.
- 5.1.8 Waivers of Subrogation: To the fullest extent permitted by law, the CONTRACTOR hereby waives its rights and its insurer(s)' rights of recovery against COUNTY under all the Required Insurance for any loss arising from or relating to this Contract. The CONTRACTOR shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.
- 5.1.9 Sub-Contractor Insurance Coverage Requirements: CONTRACTOR shall include all Sub-Contractors as insureds under CONTRACTOR's own policies, or shall provide COUNTY with each Sub-Contractor's separate evidence of insurance coverage. CONTRACTOR shall be responsible for verifying each Sub-Contractor complies with the Required Insurance provisions herein, and shall require that each Sub-Contractor name the COUNTY and CONTRACTOR as additional insureds on the Sub-Contractor's General Liability policy. CONTRACTOR shall obtain COUNTY's prior review and approval of any Sub-Contractor request for modification of the Required Insurance.
- 5.1.10 Deductibles and Self-Insured Retentions (SIRs): CONTRACTOR's policies shall not obligate the COUNTY to pay any portion of any CONTRACTOR deductible or SIR. The COUNTY retains the right to require CONTRACTOR to reduce or eliminate policy deductibles and SIRs as respects the COUNTY, or to provide a bond guaranteeing CONTRACTOR's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

5.1.11 Claims Made Coverage: If any part of the Required Insurance is written on a claims made basis, any policy retroactive date shall precede the effective date of this Contract. CONTRACTOR understands and agrees it shall maintain such coverage for a period of not less than three (3) years following Contract expiration, termination or cancellation.

5.1.12 Application of Excess Liability Coverage: CONTRACTORS may use a combination of primary, and excess insurance policies which provide coverage as broad as ("follow form" over) the underlying primary policies, to satisfy the Required Insurance provisions.

5.1.13 Separation of Insureds: All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.

5.1.14 Alternative Risk Financing Programs: The COUNTY reserves the right to review, and then approve, CONTRACTOR use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions. The COUNTY and its Agents shall be designated as an Additional Covered Party under any approved program.

5.1.15 COUNTY Review and Approval of Insurance Requirements: The COUNTY reserves the right to review and adjust the Required Insurance provisions, conditioned upon COUNTY's determination of changes in risk exposures.

5.2 Insurance Coverage Requirements:

5.2.1 Commercial General Liability insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming COUNTY and its Agents as an additional insured, with limits of not less than:

General Aggregate:	\$2 million
Products/Completed Operations Aggregate:	\$1 million
Personal and Advertising Injury:	\$1 million
Each Occurrence:	\$1 million

5.2.2 Automobile Liability insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than \$1 million for bodily injury and property damage, in combined or

equivalent split limits, for each single accident. Insurance shall cover liability arising out of CONTRACTOR's use of autos pursuant to this Contract, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

5.2.3 Workers' Compensation and Employer's Liability insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If CONTRACTOR will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the COUNTY as the Alternate Employer, and the endorsement form shall be modified to provide that COUNTY will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to CONTRACTOR's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

5.2.4 Sexual Misconduct Liability: Insurance covering actual or alleged claims for sexual misconduct and/or molestation with limits of not less than \$2 million per claim and \$2 million aggregate, and claims for negligent employment, investigation, supervision, training or retention of, or failure to report to proper authorities, a person(s) who committed any act of abuse, molestation, harassment, mistreatment or maltreatment of sexual nature.

5.2.5 Professional Liability: Insurance covering CONTRACTOR's liability arising from or related to this Contract, with limits of not less than \$1 million per claim and \$2 million aggregate. Further, CONTRACTOR understands and agrees it shall maintain such coverage for a period of not less than three (3) years following this Agreement's expiration, termination or cancellation.

6.0 INVOICES AND PAYMENTS

6.1 The CONTRACTOR shall maintain Foster Care Funding and Rates Bureau (FCFRB) THPP rates or, for a CONTRACTOR vendored by a Regional Center, authorization for payment with AFDC-FC funds throughout the term of the Contract. A copy of the current rate letter shall be included in the Program Statement. COUNTY shall pay CONTRACTOR for each Placed Child the monthly Transitional Housing Placement Program Rates established by the California Department of Social Services, Foster Care Funding and Rates Bureau.

- 6.2 The monthly rate per THPP participant is \$3,462, which consists of the base rate of \$2,100, and an increased rate of \$1,362. The base rate and the increased rate are funded by AFDC-FC, under Title IV-E Waiver. In the event that the Title IV-E Waiver Fund is depleted during a State's Fiscal Year, COUNTY will have the option of "rolling-back" to the THPP base rate amount of \$2,100, and the CONTRACTOR will be paid with this base rate only, on the remaining periods of that particular Fiscal Year.
- 6.3 In the event COUNTY has already paid the CONTRACTOR for the rate of \$3,462 per THPP participant, and the State fails to reimburse the COUNTY's claim for the increased rate portion of \$1,362, CONTRACTOR shall return to COUNTY all payments made for the increased rate portion within thirty (30) days of receiving notification from the COUNTY.
- 6.4 CONTRACTOR shall complete and submit vouchers in arrears, for services rendered in the previous month. All vouchers shall be received within five (5) days of the last day of the previous month. Vouchers for DCFS shall be sent to:
- County of Los Angeles
Revenue Enhancement
Vendor Voucher Validation Unit
P.O. Box 2969
Covina, CA 91722-8969
- 6.5 Expenditures made by CONTRACTOR in the operation of this Contract shall be in compliance and in conformity with the Office of Management and Budget (OMB) Circular, A-122. CONTRACTOR is responsible for obtaining the most recent version of the OMB Circulars which are available online via the Internet at <http://www.whitehouse.gov/omb/circulars/index.html>
- 6.6 THPP Placements lasting less than a full month shall be prorated. Payment shall commence the day the THPP participant is placed with CONTRACTOR and terminate the day before the THPP participant is removed. When CONTRACTOR agrees to hold a bed open for a THPP participant, CONTRACTOR shall document the CSW'S agreement to pay for the open bed in the participant's record and shall request a written faxed confirmation from the CSW. COUNTY will not pay for an open bed for a period in excess of seven (7) Days.
- 6.7 Should CONTRACTOR, after having a THPP participant admitted to a psychiatric or medical hospital, unilaterally decide not to take the participant back, all foster payments made to CONTRACTOR to keep the space available for that THPP participant shall be returned immediately to

COUNTY by CONTRACTOR, unless otherwise agreed to by COUNTY and CONTRACTOR in writing.

- 6.8 COUNTY shall mail to CONTRACTOR the amount due by the 15th of the month following the month Services were provided, except retroactive, partial, and supplemental payments to CONTRACTOR, which shall be paid through the supplemental payment system. Questions regarding payment should be directed to the Foster Care Hotline at (800) 697-4444..
- 6.9 CONTRACTOR shall notify COUNTY, within thirty (30) Days of the receipt of any payment that is incorrect. Notification must be made by completing the Payment Resolution Notification Form (COV 71) (Exhibit B, Attachment O) and faxing it to (626) 915-1260. Interest charges may be assessed from the 30th Day following identification and written confirmation by the COUNTY of the incorrect payment, at a rate equal to COUNTY'S current Pool Rate, as determined by COUNTY'S Auditor-Controller, per day on the delinquent amount due. Interest charges shall be paid by CONTRACTOR upon demand.
- 6.10 COUNTY will resolve payment discrepancies within thirty (30) Days of receipt of the Payment Resolution Notification Form. COUNTY will provide CONTRACTOR with written notice of payment resolutions. CONTRACTOR will be required to repay any excess funds. COUNTY shall make every effort to pay CONTRACTOR any underpayment within thirty (30) Days of written notice of payment resolution to CONTRACTOR.
- 6.11 In the event that COUNTY identifies an excess payment made to CONTRACTOR during the term or within five (5) years after expiration of this contract or contract extension, COUNTY will notify CONTRACTOR of such in writing. Upon receipt of such notice, CONTRACTOR and COUNTY shall attempt to resolve the discrepancy within thirty (30) Days. Within thirty (30) Days after the date of receipt of such notice, CONTRACTOR shall return the excess payment to the COUNTY, execute an agreement to pay within another mutually agreed upon time frame, or register a notice of dispute with accompanying documentation to:

County of Los Angeles
Department of Children and Family Services
Attn: Division Chief, Revenue Enhancement
725 S. Grand Ave.
Glendora, CA 91740

- 6.12 In the event CONTRACTOR identifies an excess payment made by the COUNTY, CONTRACTOR will notify the COUNTY and, upon written confirmation by COUNTY of excess payment amount, CONTRACTOR will return all excess payments within thirty (30) Days to the address above.

- 6.13 In the event CONTRACTOR does not return payment, or enter into an agreement for payment on a mutually agreed upon time-frame within thirty (30) Days of resolution of payment discrepancy or register a dispute within thirty (30) Days of overpayment notice, COUNTY may place CONTRACTOR on DNR Status pursuant to Part I: Unique Terms and Conditions, Section 12.0, Hold Status, Do Not Refer Status, Do Not Use Status, Corrective Action Plan. COUNTY shall provide written notice of its intention to place CONTRACTOR on a Do Not Refer Status at least 72 hours in advance. All correspondence regarding payment errors shall be sent by either facsimile and first class mail or by electronic mail.
- 6.14 If CONTRACTOR disagrees with COUNTY action, the Division Chief, Revenue Enhancement, will provide a written response to such disagreement within thirty (30) Days of the date of receipt of the written notice of disagreement. If CONTRACTOR wishes to appeal Division Chief's decision, CONTRACTOR may appeal in writing to the Program Directors no later than thirty (30) Days from date of receipt of the DCFS Division Chief's decision. Program Directors will render a final decision in writing to CONTRACTOR within thirty (30) Days of the date of receipt of CONTRACTOR'S appeal.
- 6.15 CONTRACTOR may appeal the final decision pursuant to Part II, Section 39.0 Notice of Dispute.
- 6.16 For overpayments, CONTRACTOR shall submit payment of any amounts due to COUNTY within thirty (30) Days after the Division Chief's decision, unless CONTRACTOR appeals the decision pursuant to this section, in which case collection efforts shall be suspended until such time as there is a final resolution of the appeal.
- 6.17 With regards to overpayments, COUNTY shall be entitled to pre-judgment interest at the highest rate permitted by law. With regard to underpayments, CONTRACTOR shall be entitled to pre-judgment interest at the highest rate permitted by law.
- 6.18 The COUNTY may, at its discretion, implement an alternative payment system to replace the current voucher payment system. Any changes to the payment system will be discussed with the CONTRACTOR prior to implementation. (gray Highlights are languages from the current contract)
- 6.19 In compliance with Internal Revenue Service (IRS) requirements, CONTRACTOR shall provide CONTRACTOR's Tax Identification Number. Furthermore, the Tax Identification Number is necessary for processing payment, as required by the County Auditor-Controller.

7.0 BACKGROUND AND SECURITY INVESTIGATIONS

- 7.1 At any time prior to or during term of this Contract, the COUNTY may require that all CONTRACTOR staff performing work under this Contract undergo and pass, to the satisfaction of COUNTY, a background investigation, as a condition of beginning and continuing to work under this Contract. COUNTY shall use its discretion in determining the method of background clearance to be used, up to and including a COUNTY performed fingerprint security clearance. The fees associated with obtaining the background information shall be at the expense of the CONTRACTOR, regardless if the CONTRACTOR's staff passes or fails the background clearance investigation.
- 7.2 If a member of CONTRACTOR's staff does not pass the background investigation, COUNTY may request that the member of CONTRACTOR's staff be immediately removed from performing services under the Contract at any time during the term of the Contract. COUNTY will not provide to CONTRACTOR or to CONTRACTOR's staff any information obtained through the COUNTY's background investigation.
- 7.3 COUNTY, in its sole discretion, may immediately deny or terminate facility access to any member of CONTRACTOR's staff that does not pass such investigation to the satisfaction of the COUNTY or whose background or conduct is incompatible with COUNTY facility access.
- 7.4 Disqualification of any member of CONTRACTOR's staff pursuant to this Sub-section shall not relieve CONTRACTOR of its obligation to complete all work in accordance with the terms and conditions of this Contract.
- 7.5 CONTRACTOR shall immediately notify COUNTY of any arrest and/or subsequent conviction, other than for minor traffic offenses, of any employee, independent contractor, volunteer staff or subcontractor who may come in contact with children while providing services under this Contract when such information becomes known to CONTRACTOR.
- 7.6 CONTRACTOR agrees not to engage or continue to engage the services of any person convicted of any crime involving harm to children, or any crime involving conduct inimical to the health, morals, welfare or safety of others, including but not limited to the offenses specified in Health and Safety Code, Section 11590 (offenses requiring registration as a controlled substance offender) and those crimes listed in the Penal Code which involve murder, rape, kidnap, abduction, assault and lewd and lascivious acts.

8.0 CONFIDENTIALITY REQUIREMENTS FOR PLACEMENT CONTRACTS

- 8.1 Pursuant to applicable Welfare and Institutions Code sections, including but not limited to sections 5328 through 5330, 10850 and 827, all Placed Children's records are confidential. Portions of these confidential records, pertaining to the treatment or supervision of the child, shall be shared with CONTRACTOR pursuant to the DCFS policies in effect and applicable State and federal law. The Juvenile Court has exclusive jurisdiction over juvenile records, documents and case information as well as the responsibility to maintain their confidentiality and the confidentiality of dependent children. A child under DCFS' supervision may not be videotaped, photographed, voice recorded or interviewed, for media, research or other purposes, unless the Juvenile Court has issued an order permitting such access. Anyone requesting to review a Placed Child's case records, interview a Placed Child for research or media purposes, or photograph or videotape a Placed Child, must obtain written approval in accordance with Juvenile Court policy as described in Los Angeles Superior Court, Local Rules, Chapter 17, Juvenile Division, Dependency Proceedings, effective May 1, 1999. CONTRACTOR agrees to maintain the confidentiality of its records and conform to existing orders of the Juvenile Court and policies promulgated by State and federal laws and COUNTY policies regarding the Placed Child's confidentiality.
- 8.1.1 If CONTRACTOR'S staff qualify as members of a multi-disciplinary team, as defined in WIC Sections 830 and 18951(d), such staff may access and disclose information regarding children accordingly.
- 8.1.2 CONTRACTOR shall maintain the confidentiality of all records and information in accordance with all applicable federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, COUNTY policies concerning information technology security and the protection of confidential records and information.
- 8.2 CONTRACTOR shall inform all of its officers, employees, and agents providing services hereunder of the confidentiality provisions of this Contract.
- 8.3 CONTRACTOR shall sign and adhere to the provisions of Exhibit B, Attachment C-1, "Contractor Acknowledgement and Confidentiality Agreement."
- 8.4 CONTRACTOR shall cause each employee performing services covered by this Contract to sign and adhere to Exhibit B, Attachment C-2, "Contractor's Employee Acknowledgment and Confidentiality Agreement." CONTRACTOR shall maintain in its files copies of such executed Agreements.

- 8.5 CONTRACTOR shall cause each non-employee performing services covered by this Contract to sign and adhere to Exhibit B, Attachment D, "Contractor's Non-Employee Acknowledgment and Confidentiality Agreement." CONTRACTOR shall maintain in its files copies of such executed Agreements.
- 8.6 CONTRACTOR shall notify COUNTY of any attempt to obtain confidential records through the legal process.
- 8.7 CONTRACTOR agrees to notify COUNTY in writing within 24 hours of any actual or suspected misuse, misappropriation, unauthorized disclosure of, or unauthorized access to Confidential Information that may come to CONTRACTOR's attention, and that includes unauthorized access to CONTRACTOR's computer or computers containing CONTRACTOR's or COUNTY's Confidential Information related to this Contract, including names and information of referred clients. Unauthorized access may include a virus or worm that penetrates and gains access to a computer and places a back door or keystroke logger on it, or a directed hack/crack that gains access to and some control over a computer.
- 8.8 CONTRACTOR shall indemnify, defend, and hold harmless COUNTY, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by CONTRACTOR, its officers, employees, agents, or subcontractors, to comply with this sub-section 8.8, as determined by COUNTY in its sole judgment. Any legal defense pursuant to CONTRACTOR's indemnification obligations under this sub-section 8.8 shall be conducted by CONTRACTOR and performed by counsel selected by CONTRACTOR and approved by COUNTY. Notwithstanding the preceding sentence, COUNTY shall have the right to participate in any such defense at its sole cost and expense, except that in the event CONTRACTOR fails to provide COUNTY with a full and adequate defense, as determined by COUNTY in its sole judgment, COUNTY shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from CONTRACTOR for all such costs and expenses incurred by COUNTY in doing so. CONTRACTOR shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of COUNTY without COUNTY's prior written approval.
- 8.9 CONTRACTOR shall comply with all applicable laws pertaining to confidentiality. This shall include, but is not limited to, the confidentiality provisions of Section 827 and Section 10850 of the California Welfare and Institutions Code and MPP Division 19.

9.0 CONTRACTOR'S STAFF IDENTIFICATION

- 9.1 CONTRACTOR shall provide, at CONTRACTOR's expense, all staff providing services under this Contract with a photo identification badge.

10.0 TRANSITIONAL JOB OPPORTUNITIES PREFERENCE PROGRAM

- 10.1 This Contract is subject to the provisions of the County's ordinance entitles Transitional Job Opportunities Preference Program, as codified in Chapter 2.205 of the Los Angeles County Code.
- 10.2 COUNTY's Board of Supervisors finds that it is of benefit to the County of Los Angeles to promote and facilitate transitional job opportunities for individuals who are homeless and other individuals who have been out of work for an extended period of time. Individuals who have not worked for an extended period of time face considerable barriers when trying to re-enter the workforce. Transitional employment provides people who are the hardest to employ with opportunities to develop job and social skills that are necessary to succeed in the workplace.
- 10.3 Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Transitional Job Opportunity vendor.
- 10.4 Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Transitional Job Opportunity vendor.
- 10.5 If Contractor has obtained County certification as a Transitional Job Opportunity vendor by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this contract to which it would not otherwise have been entitled, shall:
- 10.5.1 Pay to the County any difference between the contract amount and what the County's costs would have been if the contract had been properly awarded;

10.5.2 In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent of the amount of the contract; and

10.5.3 Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

10.6 The above penalties shall also apply to any entity that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the certifying department of this information prior to responding to a solicitation or accepting a contract award.

11.0 USE OF FUNDS

11.1 All uses of funds paid to and Expended by CONTRACTOR and other financial transactions related to CONTRACTOR'S provision of services under this Contract are subject to review and/or audit by DCFS, COUNTY'S Auditor-Controller or its designee, and the State of California. In the event this Contract is subject to audit exceptions, CONTRACTOR shall pay to COUNTY the full amount of CONTRACTOR'S liability for such audit exceptions, as determined by DCFS, upon demand by COUNTY. Upon notice by CONTRACTOR, COUNTY will, upon verification by COUNTY, reduce the audit disallowance claimed by COUNTY by the amount subject to repayment to the state for duplicated disallowed Expenditures during the time period covered by COUNTY's audit.

11.2 CONTRACTOR shall be organized and operated as a Federal Tax Exempt (if applicable) and non-profit corporation throughout the term of this Contract and conduct itself in accordance with all accounting and operating requirements of such status.

11.3 CONTRACTOR shall use AFDC-FC funds paid to and Expended by CONTRACTOR only for the care and Services of Placed Children, in order to maintain the standards of care and Services consistent with the Statement of Work and the AFDC-FC payments received. By August 1 of each year, CONTRACTOR shall submit to COUNTY a cost allocation plan, which provides for the reasonable allocation of CONTRACTOR'S Expenditures for the County current fiscal year. CONTRACTOR'S cost allocation plan shall be developed in accordance with the principles included in OMB Circular A-122 and the Auditor-Controller Contract Accounting and Administration Handbook (Exhibit B, Attachment E).

11.4 CONTRACTOR shall Expend THPP funds on reasonable and allowable Expenditures in providing the necessary care and Services, as specified in

this Contract, for THPP participants. The determination of reasonable and allowable Expenditures shall be in accordance with OMB Circular A-122; Manual of Policy and Procedures, Sections 11-400, and 11-410; and 45 CFR 74.27 and the Auditor-Controller Contract Accounting and Administration Handbook (Exhibit B, Attachment E). Any THPP funds not Expended in accordance with the above will be disallowed on monitoring/audit, and will require repayment by CONTRACTOR. Any dispute regarding repayment of funds is subject to the provisions outlined in Part II, Standard Terms and Conditions Section 39.0, Notice of Dispute.

- 11.5 Notwithstanding any other provision of this Contract, in addition to all other rights to monitor, including but not limited to audit, CONTRACTOR and COUNTY agree that it is the intent of the parties that COUNTY shall have the right to audit any and all use of THPP funds, paid to and expended by CONTRACTOR, in order to ensure that all Expended and unspent funds are accounted for and that unspent funds are held for the future benefit of THPP participants, and to determine the appropriate disposition of unallowable Expenditures.
- 11.6 Total accumulated unexpended funds (TAUF) shall include (1) CONTRACTOR'S un-Expended funds; and (2) CONTRACTOR'S accumulated, unexpended THPP funds received from COUNTY between January 1, 2012 through the expiration date of the most recently completed contract term. If facts suggest the possibility of fraud or significant abuse, COUNTY reserves the right to review uses of unexpended funds accumulated in periods prior to January 1, 2012. CONTRACTOR'S TAUF shall be reflected on its Semi-Annual Revenue and Expenditure Report (Exhibit F).

At the end of any given CONTRACTOR fiscal year, any TAUF that is equal to or less than one month budgeted revenues for COUNTY'S THPP Program for its next fiscal year may be retained by CONTRACTOR for future use for the benefit of THPP participants for reasonable and allowable costs. The maximum level of retainable TAUF will hereafter be referred to as the TAUF Ceiling. In the event that CONTRACTOR'S TAUF, at the end of June 30, of each year the contract is in place exceeds the TAUF Ceiling, CONTRACTOR shall return to COUNTY a Cashier's check with the Semi-Annual Report to:

County of Los Angeles
Department of Children and Family Services
Attn: Division Chief, Revenue Enhancement
725 Grand Ave.
Glendora, CA 91740

12.0 HOLD STATUS, DO NOT REFER STATUS, DO NOT USE STATUS, CORRECTIVE ACTION PLAN

COUNTY may, during the normal course of its monitoring or investigation, place CONTRACTOR on Hold Status, Do Not Refer (DNR) Status and/or Do Not Use (DNU) Status, when the COUNTY reasonably believes, in its sole discretion, that the CONTRACTOR has engaged in conduct which may jeopardize a minor or minors; there has been a serious event that may implicate the CONTRACTOR, in issues of abuse or neglect; there is serious risk of abuse or neglect; or noncompliance with a significant administrative/fiscal/programmatic requirement of the Contract. The local agency procedures referred to in Sub-sections 12.2, 12.3, and 12.4 are internal DCFS procedures and are titled, respectively, Hold Status, Do Not Refer Status, and Do Not Use Status. DCFS may vary from the current protocol and procedures when such variance is required to protect the health and safety of Placed Children. A copy of the COUNTY's current policies and procedures is attached herein as Exhibit B, Attachment M, DCFS/THPP Contract Investigation/Monitoring/Audit Remedies and Procedures.

12.1 Corrective Action Plan (CAP)

When DCFS reasonably determines in its sole discretion, that a CONTRACTOR's deficiencies are amenable to correction, DCFS may require CONTRACTOR to provide a Corrective Action Plan and DCFS and CONTRACTOR may enter into a Corrective Action Plan. A CAP shall serve as CONTRACTOR's commitment to remedy such deficiencies. The CAP procedures are further discussed in Exhibit B, Attachment M, DCFS Transitional Housing Placement Program (THPP) Contract Investigation/Monitoring/Audit Remedies and Procedures.

12.2 Hold Status

Notwithstanding any other provision of this Contract, COUNTY retains the right to temporarily suspend referrals of children to CONTRACTOR by placing CONTRACTOR on Hold status, for up to a 45-day period at any time during investigations or monitoring when based on prima facie evidence, DCFS reasonably believes, in its sole discretion, that the CONTRACTOR has engaged in conduct which may jeopardize a minor or minors; there has been a serious event that may implicate the CONTRACTOR, in issues of abuse or neglect; there is serious risk of abuse or neglect; or noncompliance with a significant administrative/fiscal/programmatic requirement of this Contract for which the CONTRACTOR failed to take corrective action (when appropriate) pursuant to Sub-section 12.1, and as further described in Exhibit B, Attachment M, DCFS Transitional Housing Placement Program Contract Investigation/Monitoring/Audit Remedies and Procedures.

12.3 Do Not Refer Status

Notwithstanding any other provision of this Contract, COUNTY retains the right to suspend referrals of children to CONTRACTOR by placing CONTRACTOR on Do Not Refer Status (DNR Status), when COUNTY reasonably believes, in its sole discretion based upon prima facie evidence that the CONTRACTOR has engaged in conduct which may jeopardize a minor or minors; there has been a serious event that may implicate the CONTRACTOR, in issues of abuse or neglect; there is serious risk of abuse or neglect; or in issues of noncompliance with significant administrative/fiscal/programmatic requirement of this Contract for which the CONTRACTOR failed to take corrective action (when appropriate) pursuant to Sub-section 12.1, and as further described in Exhibit B, Attachment M, DCFS THPP Contract Investigation/Monitoring/Audit Remedies and Procedures.

When DNR Status is implemented, a CAP may be established, as provided in Exhibit B, Attachment M, DCFS THPP Contract Investigation/Monitoring/Audit Remedies and Procedures. DNR Status is removed if the CONTRACTOR conforms to the CAP in terms of content and timeframe, or as provided in Exhibit B, Attachment M, DCFS THPP Contract Investigation/Monitoring/Audit Remedies and Procedures.

12.4 Do Not Use Status

Notwithstanding any other provision of this Contract, COUNTY retains the right to remove or cause to be removed any or all Placed Children from the CONTRACTOR's care by placing CONTRACTOR on Do Not Use Status (DNU Status), when COUNTY reasonably believes, in its sole discretion, based upon prima facie evidence that the CONTRACTOR has engaged in conduct which may jeopardize a minor or minors; there has been a serious event that may implicate the CONTRACTOR, in issues of abuse or neglect; there is serious risk of abuse or neglect; or in issues of noncompliance with significant administrative/fiscal/programmatic requirement of this Contract for which the CONTRACTOR failed to take corrective action (when appropriate) pursuant to Sub-section 12.1, and as further described in Exhibit B, Attachment M, DCFS THPP Contract Investigation/Monitoring/Audit Remedies and Procedures.

Under unique, warranted circumstances, a DNU Status may be rescinded, as provided in Exhibit B, Attachment M, DCFS THPP Contract Investigation/Monitoring/Audit Remedies and Procedures.

12.5 Notice Requirements

COUNTY will notify CONTRACTOR in writing within 72 hours of DCFS' decision to place CONTRACTOR on Hold or intention to implement Do Not Refer, or Do Not Use Status. Verbal notification of such actions will be provided prior to or at the time of CONTRACTOR's placement on Hold/DNR/DNU Status to the extent possible. To the extent possible and reasonable, and without interfering with any law enforcement investigation, and consistent with statutes and regulations related to confidentiality laws, notification will include the reason(s) for placing CONTRACTOR on Hold Status, or implementing Do Not Refer or Do Not Use Status.

When DNR or DNU Status is recommended, the written notification letter will also invite CONTRACTOR to participate in a Review Conference (as described in Exhibit B, Attachment M) to discuss the COUNTY's decision and include a deadline by which the CONTRACTOR must indicate its intent to participate in the Review Conference (please refer to Exhibit B, Attachment M, DCFS THPP Contract Investigation/Monitoring/Audit Remedies and Procedures).

12.6 Disagreement with Decision

CONTRACTOR may challenge the COUNTY action in accordance with DCFS local agency policies and procedures (please refer to Exhibit B, Attachment M) then in effect, and thereafter, CONTRACTOR may appeal through the dispute resolution procedures described in Part II, Standard Terms and Conditions, Section 39.0 Notice of Dispute.

12.7 Termination Status

Nothing herein shall preclude the COUNTY from terminating this Contract for convenience or for default. Notwithstanding any other provision of this Contract, in the event either COUNTY or CONTRACTOR terminates this Contract for convenience or for default, COUNTY shall suspend referrals of children to CONTRACTOR and remove, or cause to be removed, all Placed Children from the CONTRACTOR's supervision. In such event, no DCFS local agency grievance policies and procedures will occur.

13.0 INDEMNIFICATION

- 13.1 CONTRACTOR shall indemnify, defend and hold harmless the COUNTY, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to, demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with CONTRACTOR'S acts and/or omissions arising from and/or relating to this Contract.

- 13.2 CONTRACTOR shall indemnify, defend, and hold harmless the COUNTY, its agents, officers and employees from any and all CONTRACTOR employee Worker's Compensation claims, suits, liability, or expense resulting from its performance of this Agreement and will bear the sole responsibility and liability for furnishing Worker's Compensation benefits in an amount and form to meet the State of California's statutory requirements, and in amounts as set forth in Part I: Unique Terms and Conditions Section 5.0 Insurance Requirements Subsection 5.2.3 to any and all CONTRACTOR personnel for injuries arising from or connected with Services performed under this Contract.
- 13.3 CONTRACTOR shall indemnify COUNTY, and hold it harmless from any and all loss, damage, costs, and expenses, including reasonable attorney's fees, suffered or incurred on account of any breach by CONTRACTOR of the obligations and covenants described in Part II: Standard Terms and Conditions, Section 32.0, Independent Contractor Status Subsections 32.1 and 32.2.

14.0 FINANCIAL REPORTING

- 14.1 CONTRACTOR shall report semi-annual revenues and expenditures on the Semi-Annual Revenue and Expenditure Report (Exhibit F). This report will require sign-off, under penalty of perjury, by CONTRACTOR'S Executive Director or CONTRACTOR'S Administrator.
- 14.2 The Semi-Annual Revenue and Expenditure report shall be mailed no later than: September 1 for the semi-annual report for the period ended June 30 and March 1 for the semi-annual report for the period ended December 31.
- 14.3 If the Contract starts on a date other than July 1 or January 1, then the initial report shall be for a period less than six (6) months and the final report will also be for a period less than six (6) months.
- 14.4 In the event that the expenditure report is not filed timely, COUNTY may limit additional THPP participants.
- 14.5 The Semi-Annual Revenue and Expenditure report and total program cost display shall be mailed to:

Department of Children and Family Services
Accounting Division
Administrative Services Manager III
725 South Grand Avenue
Glendora, California 91740

15.0 REAL PROPERTY, EQUIPMENT, FIXED ASSETS

- 15.1 CONTRACTOR shall fully comply with all applicable federal, State, and County laws, ordinances, and regulations in acquiring any and all real property, furniture, fixtures, equipment, materials, and supplies with funds obtained under this Contract.
- 15.2 Title to all fixed assets purchased with COUNTY funds designated by the COUNTY for that purpose under this Contract shall remain with COUNTY. A "Fixed Asset" is defined hereunder as any equipment costing Five Thousand Dollars (\$5,000) or more, with a useful life of more than one year. Such assets shall be maintained and repaired by CONTRACTOR during the term of this Contract. CONTRACTOR shall provide an accounting of such assets at the termination or expiration of this Contract and shall deliver same to COUNTY upon COUNTY's written request. CONTRACTOR shall have the option upon the expiration or termination of the Contract to acquire such assets at a price to be mutually agreed upon by COUNTY and CONTRACTOR. (language of template)
- 15.3 CONTRACTOR shall for any Real Property, land, or Fixed Asset costing \$35,000 or more of funds provided to CONTRACTOR through this Contract, submit to COUNTY, at least 15 business days prior to any purchase (including Capital Leases as defined by Generally Accepted Accounting Principles (GAAP), an analysis demonstrating that the purchase is less costly to CONTRACTOR than other leasing alternatives. CONTRACTOR shall also stipulate the source of all funds to be used for the purchase of the subject property. In the event that any funds to be used in the purchase will be from the current year Contract or TAUF (as defined in Part I, Section 11.0, Sub-section 11.6), then CONTRACTOR shall obtain COUNTY's prior written approval for the purchase by notifying COUNTY by certified mail. If COUNTY's response is not received within 10 working days, CONTRACTOR will notify the Director's designee.
- 15.4 Upon obtaining COUNTY's prior written approval, the items referenced in Sub-section 15.3 may be purchased and owned by CONTRACTOR as provided by law. If such prior written approval is not obtained by CONTRACTOR, no title to any of the items referenced in sub-section 15.3 will vest with CONTRACTOR. All Fixed Assets not requiring COUNTY's prior written approval, as described in Sub-section 15.2 and 15.3, shall be deemed owned by CONTRACTOR.

PART II: STANDARD TERMS AND CONDITIONS

1.0 ADMINISTRATION OF CONTRACT – CONTRACTOR

1.1 CONTRACTOR's Program Director

1.1.1 CONTRACTOR's Program Director is designated in Exhibit B, Attachment I, CONTRACTOR's Administration. CONTRACTOR shall notify COUNTY in writing of any change in the name or address of the CONTRACTOR's Program Director.

1.1.2 CONTRACTOR's Program Director shall be responsible for CONTRACTOR's day-to-day activities as related to this Contract and shall coordinate with COUNTY Program Manager on a regular basis.

1.2 Approval of CONTRACTOR's Staff

COUNTY has the absolute right to approve or disapprove all of CONTRACTOR's staff performing work hereunder and any proposed changes in CONTRACTOR's staff, including, but not limited to, CONTRACTOR's Program Director.

2.0 ADMINISTRATION OF CONTRACT – COUNTY

A listing of all COUNTY Administration referenced in the following Sub-sections is designated in Exhibit B, Attachment J, COUNTY's Administration. The COUNTY shall notify the CONTRACTOR in writing of any change in the names or addresses shown.

2.1 COUNTY Program Manager

The responsibilities of the COUNTY Program Manager include:

- ensuring that the objectives of this Contract are met;
- providing direction to CONTRACTOR in the areas relating to COUNTY policy, information requirements, and procedural requirements
- meeting with CONTRACTOR's Program Manager on a regular basis; and
- inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of CONTRACTOR.

- 2.2 The COUNTY Program Manager is not authorized to make any changes in any of the terms and conditions of this Contract and is not authorized to further obligate COUNTY in any respect whatsoever.
- 2.3 The COUNTY Program Manager is responsible for overseeing the day-to-day administration of this Contract.

3.0 AMERICANS WITH DISABILITIES ACT (ADA)

The CONTRACTOR agrees to abide by all applicable federal, State and local laws including the Americans with Disabilities Act (ADA) and its requirement to provide reasonable accommodations and auxiliary aids or services, unless compliance with the ADA would place an undue financial burden on, or would fundamentally alter the nature of, the CONTRACTOR's program.

4.0 ASSIGNMENT AND DELEGATION

- 4.1 CONTRACTOR shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of COUNTY, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this section, COUNTY consent shall require a written amendment to the Contract, which is formally approved and executed by the parties. Any payments by the COUNTY to any approved delegate or assignee on any claim under this Contract shall be deductible, at COUNTY's sole discretion, against the claims which the CONTRACTOR may have against the COUNTY.
- 4.2 Shareholders, partners, members, or other equity holders of CONTRACTOR may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment or divestment is effected in such a way as to give majority control of CONTRACTOR to any person(s), corporation, partnership or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of COUNTY in accordance with applicable provisions of this Contract.
- 4.3 Any assumption, assignment, delegation or takeover of any of the CONTRACTOR's duties, responsibilities, obligations or performance of same by any entity other than the CONTRACTOR, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without COUNTY's express prior written approval, shall be a material

breach of the Contract which may result in the termination of this Contract. In the event of such termination, COUNTY shall be entitled to pursue the same remedies against CONTRACTOR as it could pursue in the event of default by CONTRACTOR.

5.0 AUTHORIZATION WARRANTY

The CONTRACTOR represents and warrants that the person executing this Contract for the CONTRACTOR is an authorized agent who has actual authority to bind the CONTRACTOR to each and every term, condition and obligation of this Contract and that all requirements of the CONTRACTOR have been fulfilled to provide such actual authority.

6.0 BUDGET REDUCTION

In the event that the County's Board of Supervisors adopts, in any fiscal year, a COUNTY budget which provides for reductions in the salaries and benefits paid to the majority of COUNTY employees and imposes similar reductions with respect to COUNTY Contracts, the COUNTY reserves the right to reduce its payment obligation under this Contract correspondingly for that fiscal year and any subsequent fiscal year during the term of this Contract (including any extensions), and the services to be provided by the CONTRACTOR under this Contract shall also be reduced correspondingly. The COUNTY's notice to the CONTRACTOR regarding said reduction in payment obligation shall be provided within 30 calendar days of the Board's approval of such actions. Except as set forth in the preceding sentence, the CONTRACTOR shall continue to provide all of the services set forth in this Contract.

7.0 CHANGES AND AMENDMENTS

- 7.1 County reserves the right to change any portion of the work required under this Contract, or amend such other terms and conditions, as may become necessary. Any such revision shall be accomplished as set forth in this section 7.0.
- 7.2 Except as provided in this section, 7.0, for any change which affects the scope of work, term of Contract, Contract Sum, payments, or any terms or conditions included under this Contract, an amendment shall be prepared by DCFS and executed by the Contractor and County's Board of Supervisors or the Director in the event the Director has the delegated authority to execute. Approval of County Counsel must be obtained for any changes which affect the scope of work.
- 7.3 COUNTY's Board of Supervisors or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in

the Contract during the term of this Contract. The COUNTY reserves the right to add and/or change such provisions as required by the COUNTY's Board of Supervisors or Chief Executive Officer. To implement such changes, an Amendment to the Contract shall be prepared by DCFS and executed by the CONTRACTOR and by the Director of DCFS.

- 7.4 The DCFS Director may sign an Amendment to this Contract without further action by the Board of Supervisors only under the following conditions as applicable:

7.4.1 The amendment shall be in compliance with applicable County, State and federal regulations; and

7.4.2 The Board of Supervisors has appropriated sufficient funds in COUNTY's budget; and

7.4.3 The Amendment is for a decrease, or an increase of not more than 10 percent correlated to an increase or a decrease in the number of units of service, of the original Maximum Contract Sum; and

7.4.4 Prior CEO approval is obtained and notice given to County Counsel.

8.0 CHILD ABUSE PREVENTION REPORTING

- 8.1 CONTRACTOR agrees that the safety of the child will always be the first priority. To ensure the safety of children, CONTRACTOR will immediately notify COUNTY and the Child Abuse Hotline whenever CONTRACTOR reasonably suspects that a child has been a victim of abuse and/or is in danger of future abuse. The CONTRACTOR will remain with the child if imminent risk is present.

- 8.2 CONTRACTOR shall ensure that all known or suspected instances of child abuse are reported to a child protection agency as defined in Section 11164, et. Seq. of the Penal Code. This responsibility shall include:

8.2.1 A requirement that all employees, consultants, or agents performing services under this Contract, who are required by the California Penal Code to report child abuse, sign a statement that he or she knows of the reporting requirements and will comply with them.

8.2.2 The establishment of procedures to ensure reporting even when employees, consultants or agents who are not required to report child abuse under the California Penal Code gain knowledge of, or reasonably suspect that a child has been a victim of abuse or neglect.

- 8.2.3 The assurance that all employees of CONTRACTOR and Subcontractors understand that the safety of the child is always the first priority.

9.0 CHILD SUPPORT COMPLIANCE PROGRAM

9.1 Contractor's Warranty of Adherence to County's Child Support Compliance Program

9.1.1 The CONTRACTOR acknowledges that the COUNTY has established a goal of ensuring that all individuals who benefit financially from the COUNTY through Contract are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the COUNTY and its taxpayers.

9.1.2 As required by the COUNTY's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the CONTRACTOR's duty under this Contract to comply with all applicable provisions of law, the CONTRACTOR warrants that it is now in compliance and shall during the term of this Contract maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

9.2 Termination for Breach of Warranty to Maintain Child Support Compliance

Failure of the CONTRACTOR to maintain compliance with the requirements set forth in Sub-Section 9.1, "Contractor's Warranty of Adherence to County's Child Support Compliance Program," shall constitute default under this Contract. Without limiting the rights and remedies available to the COUNTY under any other provision of this Contract, failure of the CONTRACTOR to cure such default within 90 calendar days of written notice shall be grounds upon which the COUNTY may terminate this Contract pursuant to Part II, Termination for CONTRACTOR's Default," and pursue debarment of the CONTRACTOR, pursuant to County Code Chapter 2.202.

10.0 COMMUNITY BUSINESS ENTERPRISES PROGRAM

In accordance with COUNTY policy, CONTRACTOR has submitted a true and correct copy of the Certification Application, which is attached as Exhibit B, Attachment B.

11.0 COMPLAINTS

11.1 CONTRACTOR shall develop, maintain, and operate procedures for receiving, investigating and responding to complaints.

11.2 Within five (5) business days after Contract effective date, CONTRACTOR shall provide the COUNTY with the CONTRACTOR's policy for receiving, investigating and responding to user complaints.

11.2.1 The COUNTY will review the CONTRACTOR's policy and provide the CONTRACTOR with approval of said plan or with requested changes.

11.2.2 If the COUNTY request changes in the CONTRACTOR's policy, the CONTRACTOR shall make such changes and resubmit the plan with five (5) business days for COUNTY approval.

11.2.3 If, at any time, the CONTRACTOR wishes to change the CONTRACTOR's policy, the CONTRACTOR shall submit proposed changes to the COUNTY for approval before implementation.

11.3 CONTRACTOR shall preliminarily investigate all complaints and notify the COUNTY Program Manager of the status of the investigation within five (5) business days of receiving the complaint.

11.4 When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.

11.5 Copies of all written responses shall be sent to the COUNTY Program Manager within three (3) business days of mailing to the complainant.

12.0 COMPLIANCE WITH APPLICABLE LAWS

12.1 CONTRACTOR shall comply with all applicable federal, State, and local laws, rules, regulations, ordinances, and directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference. This includes compliance with mandatory standards and policies relating to energy

efficiency in the State Energy Conservation Plan (Title 24, California Administrative Code) and compliance with Section 306 of the Clean Air Act (42 USC 1857(h)), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738 and Environmental Protection Agency regulations (40 CFR Part 15). Insofar as permits and/or licenses are required for the prescribed services and/or any construction authorized herein, the same must be obtained from the regulatory agency having jurisdiction thereover.

- 12.1.1 CONTRACTOR acknowledges that this Contract will be funded, in part, with federal funds; therefore, CONTRACTOR agrees that it shall comply with all applicable federal laws and regulations pertaining to such federal funding. Said federal laws and regulations include, but are not limited to, 45 CFR Section 92.36, et seq.
- 12.1.2 For contract over \$10,000, CONTRACTOR agrees to comply fully with the terms of Executive Order 11246, entitled Equal Employment Opportunity as amended by Executive Order 11375, and as supplemented by Department of Labor Regulations (41 CFR Part 60).
- 12.2 Failure by CONTRACTOR to comply with such laws and regulations shall be a material breach of this Contract and may result in termination of this Contract.
- 12.3 CONTRACTOR shall indemnify, defend, and hold harmless COUNTY, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by CONTRACTOR, its officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by COUNTY in its sole judgment. Any legal defense pursuant to CONTRACTOR's indemnification obligations under this section 12.0 shall be conducted by CONTRACTOR and performed by counsel selected by CONTRACTOR and approved by COUNTY. Notwithstanding the preceding sentence, COUNTY shall have the right to participate in any such defense at its sole cost and expense, except that in the event CONTRACTOR fails to provide COUNTY with a full and adequate defense, as determined by COUNTY in its sole judgment, COUNTY shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from CONTRACTOR for all such costs and expenses incurred by COUNTY in doing so. CONTRACTOR shall not have the right to enter into any settlement, agree to any injunction or other equitable

relief, or make any admission, in each case, on behalf of COUNTY without COUNTY's prior written approval.

13.0 COMPLIANCE WITH CIVIL RIGHTS LAWS

CONTRACTOR hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program or activity supported by this Contract. CONTRACTOR shall comply with Exhibit B, Attachment A, Contractor's Equal Employment Opportunity (EEO) Certification.

14.0 COMPLIANCE WITH JURY SERVICE PROGRAM

This Contract is subject to the provisions of the COUNTY's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code, a copy of which is attached hereto as Exhibit B, Attachment G, and incorporated by reference into and made a part of this Contract.

14.1 Written Employee Jury Service Policy

14.1.1 Unless CONTRACTOR has demonstrated to the COUNTY's satisfaction either that CONTRACTOR is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that CONTRACTOR qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), CONTRACTOR shall have and adhere to a written policy that provides that its Employees shall receive from the CONTRACTOR, on an annual basis, no less than five (5) days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the CONTRACTOR or that the CONTRACTOR deduct from the Employee's regular pay the fees received for jury service.

14.1.2 For purposes of this Section, "Contractor" means a person, partnership, corporation or other entity which has a contract with the COUNTY or a subcontract with a COUNTY contractor and has received or will receive an aggregate sum of Fifty Thousand Dollars (\$50,000) or more in any 12-month period under one or more COUNTY contracts or subcontracts. "Employee" means any California resident who is a full-time employee of CONTRACTOR.

“Full-time” means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the COUNTY, or 2) CONTRACTOR has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If CONTRACTOR uses any Subcontractor to perform services for the COUNTY under this Contract, the Subcontractor shall also be subject to the provisions of this Section. The provisions of this Sub-section shall be inserted into any such subcontract contract and a copy of the Jury Service Program shall be attached to the agreement.

14.1.3 If CONTRACTOR is not required to comply with the Jury Service Program when the Contract commences, CONTRACTOR shall have a continuing obligation to review the applicability of its “exception status” from the Jury Service Program, and CONTRACTOR shall immediately notify COUNTY if CONTRACTOR at any time either comes within the Jury Service Program’s definition of “Contractor” or if CONTRACTOR no longer qualifies for an exception to the Jury Service Program. In either event, CONTRACTOR shall immediately implement a written policy consistent with the Jury Service Program. The COUNTY may also require, at any time during the term of this Contract and at its sole discretion, that CONTRACTOR demonstrate to the COUNTY’s satisfaction that CONTRACTOR either continues to remain outside of the Jury Service Program’s definition of “Contractor” and/or that CONTRACTOR continues to qualify for an exception to the Program.

14.1.4 CONTRACTOR’s violation of this Section of this Contract may constitute a material breach of this Contract. In the event of such material breach, COUNTY may, in its sole discretion, terminate the Contract and/or bar CONTRACTOR from the award of future COUNTY contracts for a period of time consistent with the seriousness of the breach.

15.0 CONDUCT OF PROGRAM

CONTRACTOR shall abide by all terms and conditions imposed and required by this Contract and shall comply with all subsequent revisions, modifications, and administrative and statutory changes made by the State, and all applicable provisions of State and federal regulations. Failure by CONTRACTOR to comply with provisions, requirements or conditions of this Contract, including, but not limited to, performance documentation, reporting and evaluation requirements,

shall be a material breach of this Contract and may result in the withholding of payments, financial penalties, and/or termination as stated herein.

16.0 CONFLICT OF INTEREST

16.1 No COUNTY employee whose position in COUNTY enables such employee to influence the award of this Contract or any competing Contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by CONTRACTOR or have any other direct or indirect financial interest in this Contract. No officer or employee of CONTRACTOR who may financially benefit from the performance of work hereunder shall in any way participate in COUNTY's approval, or ongoing evaluation of such work, or in any way attempt to unlawfully influence COUNTY's approval or ongoing evaluation of such work.

16.2 CONTRACTOR shall comply with all conflict of interest laws, ordinances and regulations now in effect or hereafter to be enacted during the term of this Contract. CONTRACTOR warrants that it is not now aware of any facts that create a conflict of interest. If CONTRACTOR hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to COUNTY. Full written disclosure shall include, but is not limited to, identification of all persons implicated and complete description of all relevant circumstances. Failure to comply with the provisions of this Section shall be a material breach of this Contract.

17.0 CONSIDERATION OF GREATER AVENUES FOR INDEPENDENCE (GAIN) OR GENERAL RELIEF OPPORTUNITIES FOR WORK (GROW) PARTICIPANTS FOR EMPLOYMENT

17.1 Should CONTRACTOR require additional or replacement personnel after the effective date of this Contract, CONTRACTOR shall give consideration for any such employment openings to participants in the COUNTY's Department of Public Social Services' Greater Avenues for Independence (GAIN) Program or General Relief Opportunities for Work (GROW) Program who meet CONTRACTOR's minimum qualifications for the open position. For this purpose, consideration shall mean that the CONTRACTOR will interview qualified candidates. The COUNTY will refer GAIN/GROW participants, by job category, to CONTRACTOR.

17.2 In the event that both laid-off COUNTY employees and GAIN/GROW participants are available for hiring, COUNTY employees shall be given first priority.

18.0 CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFFS OR ON REEMPLOYMENT LIST

Should CONTRACTOR require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, CONTRACTOR shall give **first consideration** for such employment openings to qualified permanent COUNTY employees who are targeted for layoff or qualified former COUNTY employees who are on a reemployment list during the life of this Contract.

19.0 CONTRACT ACCOUNTING AND FINANCIAL REPORTING

19.1 CONTRACTOR shall establish and maintain an accounting system have in place the necessary management tools and infrastructure capable of performing the administrative, financial and management information system functions, including contracting billing records management and quality assurance, as described in Exhibit B, Attachment E, Auditor-Controller Contract Accounting and Administration Handbook.

19.2 CONTRACTOR shall maintain supporting documentation for all accruals reported. Accruals which are not properly supported may be disallowed upon audit.

20.0 CONTRACTOR ALERT REPORTING DATABASE (CARD)

The COUNTY maintains databases that track/monitor contractor performance history. Information entered into such databases may be used for a variety of purposes, including determining whether the COUNTY will exercise a contract term extension option.

21.0 CONTRACTOR RESPONSIBILITY AND DEBARMENT

21.1 A responsible contractor is one who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the COUNTY's policy to conduct business only with responsible contractors.

21.2 The CONTRACTOR is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the COUNTY acquires information concerning the performance of the CONTRACTOR on this or other contracts which indicates that the CONTRACTOR is not responsible, the COUNTY may, in addition to other remedies provided in the Contract, debar the CONTRACTOR from bidding or proposing on, or being awarded, and/or performing work on COUNTY contracts for a specified period of time, which generally will not exceed five years but may exceed five (5) years or

be permanent if warranted by the circumstances, and terminate any or all existing contracts the CONTRACTOR may have with the COUNTY.

- 21.3 The COUNTY may debar a Contractor if the Board of Supervisors, finds in its discretion, that the Contractor has done any of the following: (1) violated a term of a contract with the COUNTY or a nonprofit corporation created by the COUNTY; (2) committed an act or omission which negatively reflects on the CONTRACTOR's quality, fitness or capacity to perform a contract with the COUNTY, any other public entity, or a nonprofit corporation created by the COUNTY, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the COUNTY or any other public entity.
- 21.4 If there is evidence that the CONTRACTOR may be subject to debarment, the Department will notify the CONTRACTOR in writing of the evidence, which is the basis for the proposed debarment and will advise the CONTRACTOR of the scheduled date for a debarment hearing before the Contractor Hearing Board.
- 21.5 The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The CONTRACTOR and/or the CONTRACTOR's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the CONTRACTOR should be debarred, and if so, the appropriate length of time of the debarment. The CONTRACTOR and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.
- 21.6 After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
- 21.7 If a Contractor has been debarred for a period longer than five (5) years, that Contractor may, after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The COUNTY may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of

the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the COUNTY.

21.8 The Contractor Hearing Board will consider a request for review of a debarment determination only where: (1) the Contractor has been debarred for a period longer than five years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of the debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

21.8.1 The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny or adopt the proposed decision and recommendation of the Contractor Hearing Board.

21.9 These terms shall also apply to Subcontractors of COUNTY Contractors.

21.10 A registry of Debarred Contractors for Los Angeles County, State and federal agencies may be obtained by going to the following websites:

- County: http://lacounty.info/doing_business/DebarmentList.htm
- State: <http://www.dir.ca.gov/dlse/debar.html>
- Federal: <http://www.epls.gov/eplsearch.do?multiName=true>

22.0 CONTRACTOR'S CHARITABLE ACTIVITIES COMPLIANCE

The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring CONTRACTORS to complete the certification in Exhibit B, Attachment K the County seeks to ensure that all COUNTY Contractors which receive or raise charitable contributions comply with California law in order to protect the COUNTY and its taxpayers. A contractor that receives or raises

charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either contract termination or debarment proceedings or both (County Code Chapter 2.202).

23.0 CONTRACTOR'S WORK

23.1 Pursuant to the provisions of this Contract, CONTRACTOR shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as more fully set forth in Exhibit A, Statement of Work.

23.2 If the CONTRACTOR provides any tasks, deliverables, goods, services, or other work, other than as specified in this Contract, the same shall be deemed to be a gratuitous effort on the part of the CONTRACTOR, and the CONTRACTOR shall have no claim whatsoever against the COUNTY.

24.0 COUNTY'S QUALITY ASSURANCE PLAN

The COUNTY or its agent will evaluate CONTRACTOR's performance under this Contract on not less than an annual basis. Such evaluation will include assessing the CONTRACTOR's compliance with all contract terms and conditions and performance standards. CONTRACTOR deficiencies which COUNTY determines are severe or continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by the COUNTY and CONTRACTOR. If improvement does not occur consistent with the corrective action measures, the COUNTY may terminate this Contract or impose other penalties as specified in this Contract.

25.0 DEFAULTED PROPERTY TAX REDUCTION PROGRAM

25.1 CONTRACTOR'S WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM: Contractor acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from County through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

Unless Contractor qualifies for an exemption or exclusion, Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this agreement will maintain compliance, with Los Angeles County Code Chapter 2.206.

25.2 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX

REDUCTION PROGRAM: Failure of Contractor to maintain compliance with the requirements set forth in the “CONTRACTOR’S WARRANTY OF COMPLIANCE WITH COUNTY’S DEFAULTED PROPERTY TAX REDUCTION PROGRAM” paragraph immediately above, shall constitute default under this agreement. Without limiting the rights and remedies available to County under any other provision of this agreement, failure of Contractor to cure such default within ten (10) calendar days of notice shall be grounds upon which County may terminate this agreement and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206.

26.0 EMPLOYEE BENEFITS AND TAXES

- 26.1 CONTRACTOR shall be solely responsible for providing to, or on behalf of its employees, all legally required salaries, wages, benefits, or other compensation.
- 26.2 COUNTY shall have no liability or responsibility for any taxes, including, without limitation, sales, income, employee withholding and/or property taxes which may be imposed in connection with or resulting from this Contract or CONTRACTOR’s performance hereunder.

27.0 EMPLOYMENT ELIGIBILITY VERIFICATION

- 27.1 CONTRACTOR warrants that it fully complies with all federal and State statutes and regulations regarding employment of aliens and others, and that all its employees performing work under this Contract meet the citizenship or alien status requirements set forth in federal and State statutes and regulations. CONTRACTOR shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by federal and State statutes and regulations, including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. CONTRACTOR shall retain such documentation of all covered employees for the period prescribed by law.
- 27.2 CONTRACTOR shall indemnify, defend and hold harmless, the COUNTY, its agents, officers and employees from employer sanctions and any other liability which may be assessed against the CONTRACTOR or the COUNTY or both in connection with any alleged violation of federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

28.0 EVENTS OF DEFAULT

28.1 Default for Non-Performance

COUNTY may terminate the whole or any part of this Contract if either of the following circumstances exists:

28.1.1 CONTRACTOR has made a misrepresentation of any required element in the bid/proposal submitted in response to the Invitation for Bids/Request for Proposals, if any; or

28.1.2 CONTRACTOR fails to comply with or perform any provision of this Contract or fails to make progress so as to endanger performance of any term of this Contract.

28.2 Default for Insolvency

COUNTY may terminate this Contract for default for insolvency in the event of the occurrence of any of the following:

28.2.1 Insolvency of CONTRACTOR. CONTRACTOR shall be deemed insolvent if it has ceased to pay its debts in the ordinary course of business or cannot pay its debts as they become due, whether it has filed for bankruptcy or not, and whether insolvent within the meaning of the Federal Bankruptcy Law or not;

28.2.2 The filing of a voluntary petition in bankruptcy;

28.2.3 The appointment of a Receiver or Trustee for CONTRACTOR;

28.2.4 The execution by CONTRACTOR of an assignment for the benefit of creditors.

28.3 Other Events of Default

Determination by the COUNTY, the State Fair Employment Commission, or the Federal Equal Employment Opportunity Commission of discrimination having been practiced by CONTRACTOR in violation of State and/or federal laws thereon.

29.0 FAIR LABOR STANDARDS

The CONTRACTOR shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless the COUNTY and its agents, officers and employees from any and all liability,

including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by the CONTRACTOR's employees for which the COUNTY may be found jointly or solely liable.

30.0 FORMER FOSTER YOUTH CONSIDERATION

- 30.1 Should CONTRACTOR require additional or replacement personnel after the effective date of this Contract to perform services set forth herein, CONTRACTOR shall give consideration (after COUNTY employees, and GAIN/GROW participants as described in Part II, Sections 18.0 and 17.0, respectively) for any such position(s) to qualified former foster youth. CONTRACTOR shall notify COUNTY of any new or vacant positions(s) within CONTRACTOR's firm by sending via U.S. mail or facsimile, a list denoting any position(s) for which hiring is anticipated to:

County of Los Angeles
Department of Children and Family Services
Attention: Division Chief, Emancipation Services Division
3530 Wilshire Blvd., Suite 400
Los Angeles, CA 90010
FAX: (213) 637-0036

- 30.2 The notice sent by CONTRACTOR must indicate the position(s)/title(s) for vacant or new employment opportunity, description of same, requirements/qualifications for position(s), anticipated pay rate or salary schedule, the location where application(s)/requests for application(s) may be sent, final date of acceptance for applications, and any special circumstances relevant to the hiring procedure for said position(s).
- 30.3 CONTRACTOR is exempt from the provisions of this Section if it is a governmental entity.

31.0 GOVERNING LAW, JURISDICTION, AND VENUE

This Contract shall be governed by, and construed in accordance with, the laws of the State of California. The CONTRACTOR agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Contract and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

32.0 INDEPENDENT CONTRACTOR STATUS

- 32.1 This Contract is by and between the COUNTY and the CONTRACTOR and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture or association, as between COUNTY and the CONTRACTOR. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.
- 32.2 CONTRACTOR shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. The COUNTY shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, federal, State, or local taxes, or other compensation, benefits or taxes for any personnel provided by or on behalf of the CONTRACTOR.
- 32.3 CONTRACTOR understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of the CONTRACTOR and not employees of the COUNTY. The CONTRACTOR shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the CONTRACTOR pursuant to this Contract.
- 32.4 CONTRACTOR shall cause each employee performing services covered by this Contract to sign and adhere to Attachment C-1, "CONTRACTOR's Employee Acknowledgement and Confidentiality Agreement." The CONTRACTOR shall cause each non-employee performing services covered by this Contract to sign and adhere to Attachment D, CONTRACTOR's Non-Employment Acknowledgement, Confidentiality, and Copyright Assignment Agreement."

33.0 LIQUIDATED DAMAGES

- 33.1 If, in the judgment of the Director, the CONTRACTOR is deemed to be non-compliant with the terms and obligations assumed hereby, the Director, or his/her designee, at his/her option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from the CONTRACTOR's invoice for work not performed. A description of the work not performed and the amount to be withheld or deducted from payments to the CONTRACTOR from the COUNTY, will be forwarded to the CONTRACTOR by the Director, or his/her designee, in a written notice describing the reasons for said action.

33.2 If the Director determines that there are deficiencies in the performance of this Contract that the Director deems are correctable by the CONTRACTOR over a certain time span, the Director will provide a written notice to the CONTRACTOR to correct the deficiency within specified time frames. Should the CONTRACTOR fail to correct deficiencies within said time frame, the Director may:

- (a) Deduct from the CONTRACTOR's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or
- (b) Deduct liquidated damages. If the parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the CONTRACTOR to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages shall be that which is specified in Exhibit A-I, Performance Requirements Summary (PRS) Chart, and that the CONTRACTOR shall be liable to the COUNTY for liquidated damages in said amount. Said amount shall be deducted from the COUNTY's payment to the CONTRACTOR; and/or
- (c) Upon giving five (5) days notice to the CONTRACTOR for failure to correct the deficiencies, the COUNTY may correct any and all deficiencies and the total costs incurred by the COUNTY for completion of the work by an alternate source, whether it be COUNTY forces or separate private contractor, will be deducted and forfeited from the payment to the CONTRACTOR from the COUNTY, as determined by the COUNTY.

33.3 The action noted in Sub-section 33.2 shall not be construed as a penalty, but as adjustment of payment to the CONTRACTOR to recover the COUNTY cost due to the failure of the CONTRACTOR to complete or comply with the provisions of this Contract.

33.4 This Sub-section shall not, in any manner, restrict or limit the COUNTY's right to damages for any breach of this Contract provided by law or as specified in the PRS or Sub-section 33.2, and shall not, in any manner, restrict or limit the COUNTY's right to terminate this Contract as agreed to herein.

34.0 MANDATORY REQUIREMENT TO REGISTER ON COUNTY'S WEBVEN

CONTRACTOR represents and warrants that it has registered in the COUNTY's WebVen. Prior to a contract award, all potential contractors must register in the COUNTY's WebVen. The WebVen contains the vendor's business profile and

identifies the goods/services the business provides. Registration can be accomplished online via the Internet by accessing the COUNTY's home page at http://lacounty.info/doing_business/main_db.htm. (There are underscores in the address between the words 'doing business' and 'main db'.)

35.0 MOST FAVORED PUBLIC ENTITY

If the CONTRACTOR's prices decline, or should the CONTRACTOR at any time during the term of this Contract provide the same goods or services under similar quantity and delivery conditions to the State of California or any county, municipality or district of the State at prices below those set forth in this Contract, then such lower prices shall be immediately extended to the COUNTY.

36.0 NON-DISCRIMINATION AND AFFIRMATIVE ACTION

- 36.1 CONTRACTOR certifies and agrees that all persons employed by it, its affiliates, subsidiaries or holding companies, are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable federal and State anti-discrimination laws and regulations.
- 36.2 CONTRACTOR shall certify to, and comply with, the provisions of Exhibit B, Attachment A, Contractor's Equal Employment Opportunity (EEO) Certification.
- 36.3 CONTRACTOR shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status or political affiliation, in compliance with all applicable federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- 36.4 CONTRACTOR certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status or political affiliation.
- 36.5 CONTRACTOR certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental

disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program or activity supported by this Contract.

- 36.6 CONTRACTOR shall allow COUNTY representatives access to CONTRACTOR's employment records during regular business hours to verify compliance with the provisions of this section when so requested by COUNTY.
- 36.7 If the COUNTY finds that any of the above provisions have been violated, such violation shall constitute a material breach of contract upon which COUNTY may determine to terminate this Contract. While the COUNTY reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment Opportunity Commission or the Federal Equal Employment Opportunity Commission that the CONTRACTOR has violated federal or State anti-discrimination laws or regulations shall constitute a finding by COUNTY that the CONTRACTOR has violated the anti-discrimination provisions of this Contract.
- 36.8 The parties agree that in the event the CONTRACTOR violates any of the anti-discrimination provisions of this Contract, the COUNTY shall, at its sole option, be entitled to the sum of Five Hundred Dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

37.0 NON EXCLUSIVITY

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with CONTRACTOR. This Contract shall not restrict DCFS from acquiring similar, equal or like goods and/or services from other entities or sources.

38.0 NOTICE OF DELAYS

Except as otherwise provided under this Contract, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party shall, within one (1) day, give written notice thereof, including all relevant information with respect thereto, to the other party.

39.0 NOTICE OF DISPUTE

The CONTRACTOR shall bring to the attention of the COUNTY Program Manager any dispute between the COUNTY and the CONTRACTOR regarding the performance of services as stated in this Contract. If the COUNTY Program Manager is not able to resolve the dispute, the Director, or designee shall resolve it.

40.0 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

CONTRACTOR shall notify its employees, and shall require each Subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Services Notice 1015, attached hereto as Exhibit B, Attachment F.

41.0 NOTICES

All notices or demands required or permitted to be given or made under this Contract shall be given in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as identified in Attachment I, CONTRACTOR's Administration and Attachment J, COUNTY's Administration. Addresses may be changed by either party giving 10 days' prior written notice thereof to the other party. The Director shall have the authority to issue all notices or demands required or permitted by the COUNTY under this Contract.

42.0 PROHIBITION AGAINST INDUCEMENT OR PERSUASION

Notwithstanding the above, CONTRACTOR and COUNTY agree that, during the term of this Contract and for a period of one year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

43.0 PROPRIETARY RIGHTS

43.1 COUNTY and CONTRACTOR agree that all materials, data and information developed under and/or used in connection with this Contract shall become the sole property of COUNTY, provided that CONTRACTOR may retain possession of all working papers prepared by CONTRACTOR. During and subsequent to the term of this Contract, COUNTY shall have the right to inspect any and all such working papers, make copies thereof, and use the working papers and the information contained therein.

- 43.2 Notwithstanding any other provision of this Contract, COUNTY and CONTRACTOR agree that COUNTY shall have all ownership rights in software or modification thereof and associated documentation designed, developed or installed with federal financial participation; additionally, the Federal Government shall have a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use and to authorize others to use for Federal Government purposes, such software, modifications and documentation. Notwithstanding any other provision of this Contract, proprietary operating/vendor software packages (e.g., ADABAS or TOTAL) which are provided at established catalog or market prices and sold or leased to the general public shall not be subject to the ownership provisions of this Section. CONTRACTOR may retain possession of all working papers prepared by CONTRACTOR. During and subsequent to the term of this Contract, COUNTY shall have the right to inspect any and all such working papers, make copies thereof, and use the working papers and the information contained therein.
- 43.3 Any materials, data and information not developed under this Contract, which CONTRACTOR considers to be proprietary and confidential, shall be plainly and prominently marked by CONTRACTOR as "TRADE SECRET," "PROPRIETARY," or "CONFIDENTIAL."
- 43.4 COUNTY will use reasonable means to ensure that CONTRACTOR's proprietary and confidential materials, data and information are safeguarded and held in confidence. However, COUNTY will notify CONTRACTOR of any Public Records Act request for items described in Sub-Section 43.3. COUNTY agrees not to reproduce or distribute such materials, data and information to non-COUNTY entities without the prior written permission of CONTRACTOR.
- 43.5 Notwithstanding any other provision of this Contract, COUNTY shall not be obligated in any way under Sub-section 43.4 for:
- 43.5.1 Any material, data and information not plainly and prominently marked with restrictive legends as set forth in Sub-section 43.3;
- 43.5.2 Any materials, data and information covered under Sub-section 43.2; and
- 43.5.3 Any disclosure of any materials, data and information which COUNTY is required to make under the California Public Records Act or otherwise by law.
- 43.6 CONTRACTOR shall protect the security of and keep confidential all materials, data and information received or produced under this Contract.

Further, CONTRACTOR shall use whatever security measures are necessary to protect all such materials, data and information from loss or damage by any cause, including, but not limited to, fire and theft.

43.7 CONTRACTOR shall not disclose to any party any information identifying, characterizing or relating to any risk, threat, vulnerability, weakness or problem regarding data security in COUNTY's computer systems or to any safeguard, countermeasure, contingency plan, policy or procedure for data security contemplated or implemented by COUNTY, without COUNTY's prior written consent.

43.8 The provisions of Sub-sections 43.5, 43.6, and 43.7 shall survive the expiration or termination of this Contract.

44.0 PUBLIC RECORDS ACT

44.1 Any documents submitted by CONTRACTOR, all information obtained in connection with the COUNTY's right to audit and inspect CONTRACTOR's documents, books, and accounting records pursuant to Part II, Record Retention and Inspection/Audit Settlement, of this Contract, as well as those documents which were required to be submitted in response to the solicitation process for this Contract, become the exclusive property of the COUNTY. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in California Government Code Section 6250, et seq. (Public Records Act) and which are marked "trade secret," "confidential," or "proprietary." The COUNTY shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order of court of competent jurisdiction.

44.2 In the event the COUNTY is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a bid or proposal marked "trade secret," "confidential," or "proprietary," the CONTRACTOR agrees to defend and indemnify the COUNTY from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

45.0 PUBLICITY

45.1 The CONTRACTOR shall not disclose any details in connection with this Contract to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the CONTRACTOR's need to identify its services and related clients to sustain

itself, the COUNTY shall not inhibit the CONTRACTOR from publishing its role under this Contract within the following conditions:

45.1.1 The CONTRACTOR shall develop all publicity material in a professional manner; and

45.1.2 During the term of this Contract, the CONTRACTOR shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles or other materials using the name of the COUNTY without the prior written consent of the County's Project Director. The COUNTY shall not unreasonably withhold written consent.

45.2 The CONTRACTOR may, without the prior written consent of COUNTY, indicate in its proposals and sales materials that it has been awarded this Contract with the County of Los Angeles, provided that the requirements of this section shall apply.

46.0 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

46.1 CONTRACTOR shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. CONTRACTOR shall also maintain accurate and complete employment and other records relating to its performance of this Contract.

46.2 CONTRACTOR agrees that the COUNTY, or its authorized representatives, the State of California, or its authorized representatives, or the Federal Government, or its authorized representatives, including, but not limited to, the U. S. Comptroller General, shall have access to and the right to examine, audit, excerpt, copy or transcribe any pertinent transaction, activity or records relating to this Contract. All financial records, supporting documents, statistical records, and all other records pertinent to the award and performance of this Contract, including, but not limited to, all timecards and other employment records and confidential information, shall be kept and maintained by CONTRACTOR at a location in Los Angeles County and shall be made available to COUNTY, State or federal authorities, during the term of this Contract and either for a period of five (5) years after the expiration of the term of this Contract or for a period of three (3) years from the COUNTY's final payment under this contract, whichever date is later. If before the expiration of that time period, any litigation, claim, financial management review or audit is started, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved and final action taken. If such material is located outside of Los Angeles County, then, at

COUNTY's sole option, CONTRACTOR shall pay COUNTY for travel per diem and other costs incurred by COUNTY in exercising its rights under this Section. CONTRACTOR shall maintain all records in accordance with California State records and retention regulations including the provisions of California Department of Social Services Manual, Section 23-353.

- 46.3 In the event that an audit of the CONTRACTOR is conducted specifically regarding this Contract by any federal or State auditor, or by any auditor or accountant employed by the CONTRACTOR or otherwise, then the CONTRACTOR shall file a copy of such audit report with the COUNTY's Auditor-Controller within 30 days of the CONTRACTOR's receipt thereof, unless otherwise provided by applicable federal or State law or under this Contract. Subject to applicable law, the COUNTY shall make a reasonable effort to maintain the confidentiality of such audit report(s).
- 46.4 Failure on the part of the CONTRACTOR to comply with any of the provisions of this Section shall constitute a material breach of this Contract upon which the COUNTY may terminate or suspend this Contract.
- 46.5 If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of the COUNTY conduct an audit of the CONTRACTOR regarding the work performed under this Contract, and if such audit finds that the COUNTY's dollar liability for any such work is less than payments made by the COUNTY to the CONTRACTOR, then the difference shall be either: a) repaid by the CONTRACTOR to the COUNTY by cash payment upon demand; or b) at the sole option of the COUNTY's Auditor-Controller, deducted from any amounts due to the CONTRACTOR from the COUNTY, whether under this Contract or otherwise. If such audit finds that the COUNTY's dollar liability for such work is more than the payments made by the COUNTY to the CONTRACTOR, then the difference shall be paid to the CONTRACTOR by the COUNTY by cash payment, provided that in no event shall the COUNTY's maximum obligation for this Contract exceed the funds appropriated by the COUNTY for the purpose of this Contract.
- 46.6 CONTRACTOR shall be responsible for conducting annual financial audits of its agency and its subcontractor(s) if required by COUNTY and/or the California Department of Social Services (CDSS), to be conducted by an independent audit firm and in accordance with generally accepted auditing standards. Within 30 calendar days after issuance of such audit reports, CONTRACTOR shall forward copies of such reports to DCFS.

47.0 RECYCLED-CONTENT PAPER

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the COUNTY landfills, the CONTRACTOR agrees to use recycled-content paper to the maximum extent possible on this Contract.

48.0 SAFELY SURRENDERED BABY LAW

- 48.1 Contractor's Acknowledgement of COUNTY's Commitment to the Safely Surrendered Baby Law.

The CONTRACTOR acknowledges that the COUNTY places a high priority on the implementation of the Safely Surrendered Baby Law. The CONTRACTOR understands that it is the COUNTY's policy to encourage all COUNTY Contractors to voluntarily post the COUNTY's "Safely Surrendered Baby Law" poster in a prominent position at the CONTRACTOR's place of business. The CONTRACTOR will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business. The COUNTY's Department of Children and Family Services will supply the CONTRACTOR with the poster to be used. Information on how to receive the poster can be found on the Internet at www.babysafela.org.

- 48.2 Notice to Employees Regarding the Safely Surrendered Baby Law

CONTRACTOR shall notify and provide to its employees, and shall require each Subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Exhibit B, Attachment H, of this Contract and is also available on the Internet at www.babysafela.org for printing purposes.

52.0 SHRED DOCUMENT

- 52.1 CONTRACTOR shall ensure that all confidential documents and papers, as defined under state law (including, but not limited to Welfare and Institutions Code section 10850) relating to this Contract must be shredded and not put in trash containers when CONTRACTOR disposes of these documents and papers. All documents and papers to be shredded are to be placed in a locked or secured container/bin/box and labeled "shred" until they are destroyed. No confidential documents and papers are to be recycled.

- 52.2 Documents for record and retention purposes in accordance with Section 46.0 Subsection 46.5 (Record Retention and Inspection/Audit Settlement) of this Contract are to be maintained for a period of five (5) years.

53.0 TERMINATION FOR CONTRACTOR'S DEFAULT

- 53.1 COUNTY may, by written notice to the CONTRACTOR, terminate the whole or any part of this Contract, if, in the judgment of COUNTY Program Manager:

53.1.1 CONTRACTOR has materially breached this Contract;

53.1.2 CONTRACTOR fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required under this Contract; or

53.1.3 CONTRACTOR fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the COUNTY may authorize in writing) after receipt of written notice from the COUNTY specifying such failure.

- 53.2 In the event COUNTY terminates this Contract in whole or in part as provided in Sub-section 53.1, the COUNTY may procure, upon such terms and in such manner, as COUNTY may deem appropriate, services similar to those so terminated. CONTRACTOR shall be liable to the COUNTY for any and all excess cost incurred by the COUNTY, as determined by the COUNTY, for such similar goods and services. The CONTRACTOR shall continue the performance of this Contract to the extent not terminated under the provisions of this Section.

- 53.3 Except with respect to defaults of any Subcontractor, the CONTRACTOR shall not be liable for any such excess costs of the type identified in Sub-section 53.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the CONTRACTOR. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the COUNTY in either its sovereign or contractual capacity, acts of federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the CONTRACTOR. If the failure to perform is caused by the default of a Subcontractor, and if such default arises out of

causes beyond the control of both the CONTRACTOR and Subcontractor, and without the fault or negligence of either of them, the CONTRACTOR shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit the CONTRACTOR to meet the required performance schedule. As used in this Sub-section, the terms "Subcontractor" and "Subcontractors" mean Subcontractor(s) at any tier.

- 53.4 If, after the COUNTY has given notice of termination under the provisions of this Section, it is determined by the COUNTY that the CONTRACTOR was not in default under the provisions of this Section or that the default was excusable under the provisions of Sub-section 53.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Part II, Termination for Convenience.
- 53.5 In the event the COUNTY terminates this Contract in its entirety due to the CONTRACTOR's default as provided in Sub-section 53.1, the CONTRACTOR and the COUNTY agree that the COUNTY will have actual damages, which are extremely difficult to calculate and impracticable to fix and which will include, but are not limited to, the COUNTY's costs of procurement of replacement services and costs incurred due to delays in procuring such services. Therefore, the CONTRACTOR and the COUNTY agree that the COUNTY shall, at its sole option and in lieu of the provisions of Sub-section 53.2, be entitled to liquidated damages from the CONTRACTOR, pursuant to California Civil Code Section 1671, in the amount of Five Thousand Dollars (\$5,000) or five (5) percent of the applicable year's Contract sum, whichever is less, as equitable compensation to the COUNTY for such actual damages. This amount of liquidated damages shall be either paid by the CONTRACTOR to the COUNTY by cash payment upon demand or, at the sole discretion of COUNTY, or designee, deducted from any amounts due to the CONTRACTOR by the COUNTY, whether under this Contract or otherwise.
- 53.5.1 These liquidated damages shall be in addition to any credits, which the COUNTY is otherwise entitled to under this Contract, and the CONTRACTOR's payment of these liquidated damages shall not in any way change, or affect the provisions of Part I, Indemnification.
- 53.6 The rights and remedies of the COUNTY provided in this Section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

54.0 TERMINATION FOR CONVENIENCE

- 54.1 This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by the COUNTY, in its sole discretion, to be in its best interest. Termination of work hereunder shall be effected by Notice of Termination to CONTRACTOR specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than 10 days after the notice is sent.
- 54.2 After receipt of a Notice of Termination and except as otherwise directed by COUNTY, the CONTRACTOR shall:
- 54.2.1 Stop work under this Contract on the date and to the extent specified in such notice, and
- 54.2.2 Complete performances of such part of the work as shall not have been terminated by such notice.
- 54.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the CONTRACTOR under this Contract shall be maintained by the CONTRACTOR in accordance with Part II, Record Retention and Inspection/Audit Settlement.

55.0 TERMINATION FOR IMPROPER CONSIDERATION

- 55.1 COUNTY may, by written notice to CONTRACTOR, immediately terminate the right of the CONTRACTOR to proceed under this Contract if it is found that consideration, in any form, was offered or given by the CONTRACTOR, either directly or through an intermediary, to any COUNTY officer, employee or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment or extension of this Contract or the making of any determinations with respect to the CONTRACTOR's performance pursuant to this Contract. In the event of such termination, the COUNTY shall be entitled to pursue the same remedies against CONTRACTOR as it could pursue in the event of default by the CONTRACTOR.
- 55.2 CONTRACTOR shall immediately report any attempt by a COUNTY officer or employee to solicit such improper consideration. The report shall be made either to the COUNTY manager charged with the supervision of the employee or to the COUNTY Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.

- 55.3 Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

56.0 TERMINATION FOR INSOLVENCY

- 56.1 COUNTY may terminate this Contract forthwith in the event of the occurrence of any of the following:

56.1.1 Insolvency of the CONTRACTOR. The CONTRACTOR shall be deemed to be insolvent if it has ceased to pay its debts for at least 60 days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the CONTRACTOR is insolvent within the meaning of the Federal Bankruptcy Code;

56.1.2 The filing of a voluntary or involuntary petition regarding the CONTRACTOR under the Federal Bankruptcy Code;

56.1.3 The appointment of a Receiver or Trustee for the CONTRACTOR;
or

56.1.4 The execution by the CONTRACTOR of a general assignment for the benefit of creditors.

- 56.2 The rights and remedies of the COUNTY provided in this Section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

57.0 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE

CONTRACTOR and each COUNTY lobbyist or COUNTY lobbying firm, as defined in County Code Section 2.160.010, retained by CONTRACTOR, shall fully comply with the COUNTY's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of CONTRACTOR or any COUNTY lobbyist or COUNTY lobbying firm retained by the CONTRACTOR to fully comply with the COUNTY's Lobbyist Ordinance shall constitute a material breach of this Contract, upon which the COUNTY may, in its sole discretion, immediately terminate or suspend this Contract.

58.0 TERMINATION FOR NON-APPROPRIATION OF FUNDS

Notwithstanding any other provision of this Contract, the COUNTY shall not be obligated for the CONTRACTOR's performance hereunder or by any provision of this Contract during any of the COUNTY's future fiscal years unless and until the COUNTY's Board of Supervisors appropriates funds for this Contract in the COUNTY's budget for each such future fiscal year. In the event that funds are not appropriated for this Contract, then this Contract shall terminate as of June 30 of the last fiscal year for which funds were appropriated. The COUNTY shall notify the CONTRACTOR in writing of any such non-allocation of funds at the earliest possible date.

59.0 VALIDITY

If any provision of this Contract or the application thereof to any person or circumstance is held invalid, the remainder of this Contract and the application of such provision to other persons or circumstances shall not be affected thereby.

60.0 WAIVER

No waiver by the COUNTY of any breach of any provision of this Contract shall constitute a waiver of any other breach or of such provision. Failure of the COUNTY to enforce at any time, or from time to time, any provision of this Contract shall not be construed as a waiver thereof. The rights and remedies set forth in this Section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

61.0 WARRANTY AGAINST CONTINGENT FEES

61.1 CONTRACTOR warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon any Contract or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the CONTRACTOR for the purpose of securing business.

61.2 For breach of this warranty, the COUNTY shall have the right to terminate this Contract and, at its sole discretion, deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

62.0 WARRANTY AGAINST EXCLUSION, DEBARMENT OR SUSPENSION

CONTRACTOR certifies that neither it nor its principals are presently debarred, excluded suspended, or proposed for debarment, or otherwise declared ineligible

from participation in this Contract by any governmental department or agency. CONTRACTOR must notify COUNTY Program Manager within 30 days if debarred, excluded or suspended by any governmental entity during the Contract period.

**COUNTY OF LOS ANGELES
DEPARTMENT OF CHILDREN AND FAMILY SERVICES**

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Contract to be subscribed on its behalf by the Director of the Department of Children and Family Services and the CONTRACTOR has subscribed the same through its authorized officer, as of the day, month and year first above written. The persons signing on behalf of the CONTRACTOR warrant under penalty of perjury that he or she is authorized to bind the CONTRACTOR.

COUNTY OF LOS ANGELES

By _____
Philip L. Browning, Director
Department of Children and Family Services

CONTRACTOR

By _____

Name _____

Title _____

By _____

Name _____

Title _____

Tax Identification Number

APPROVED AS TO FORM:

BY THE OFFICE OF COUNTY COUNSEL
JOHN KRATTLI, COUNTY COUNSEL

BY _____
David Beaudet, Senior Deputy County Counsel

DRAFT

EXHIBIT A

County of Los Angeles
Department of Children and Family Services
TRANSITIONAL HOUSING PLACEMENT PROGRAM

EXHIBIT A: STATEMENT OF WORK

DRAFT

EXHIBIT A

TRANSITIONAL HOUSING PLACEMENT PROGRAM (THPP)

STATEMENT OF WORK

TRANSITIONAL HOUSING PLACEMENT PROGRAM (THPP)

STATEMENT OF WORK

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STATEMENT OF WORK

1.0 **PREAMBLE**

The County of Los Angeles seeks to collaborate with its community partners to enhance the capacity of the health and human services system to improve the lives of children and families. These efforts require, as a fundamental expectation, that the County's contracting partners share the County and community's commitment to provide health and human services that support achievement of the County's Strategic Plan Mission, Values, Goals and Performance Outcomes.

The County's vision is to improve the quality of life in the County by providing responsive, efficient and high quality public services that promote the self-sufficiency, well-being and prosperity of individuals, families business and communities. This philosophy of teamwork and collaboration is anchored in the County's shared values of: 1) Accountability; 2) A Can-Do-Attitude; 3) Compassion; 4) Customer Orientation; 5) Integrity; 6) Leadership; 7) Professionalism; 8) Respect for Diversity; and 9) Responsiveness.

These shared values are encompassed in the County's Strategic Plan's five Goals: 1) Operational Effectiveness; 2) Children, Family and Adult Well-Being; 3) community and Municipal Services; 4) Health and Mental Health; and 5) Public Safety. Improving the well-being of children and families requires coordination, collaboration and integration of services across functional and jurisdictional boundaries, by and between County departments/agencies and community and contracting partners.

2.0 INTRODUCTION

Since 2003, the Department of Children and Family Services has identified three outcome goals (improved safety, improved permanence and a reduced reliance on out-of-home care) in order to achieve positive outcomes for children and families. On March 2, 2010, a fourth outcome goal, self-sufficiency, was adopted to recognize that the plight of transition-age youth is dire and their needs must be addressed.

The Transitional Housing Placement Program (THPP), which was created as a result of AB 1198 (Chapter 799, Statutes of 1993) and amended by AB 427 (Chapter 125, Statutes of 2001), has the primary purpose of realizing this fourth outcome on behalf of transition-age youth. The THPP was designed to provide selected independent living opportunities for eligible Participants to practice life skills in a safe environment to ease the transition from dependence to self-sufficiency through supervised housing and supportive services. THPP services are available Countywide and provide THPP Participants the opportunity to live in a furnished unit, with supervision and support services such as:

- Educational and transportation assistance,
- Employment assistance and goal setting,
- Life and socialization skills, health and safety training,
- Housekeeping and nutritional food preparation training,
- Food, clothing and personal care allowances,
- Money management and budget training, and
- Affordable housing

DCFS has established the following priorities for THPP Participants: (1) Safety and (2) Well-Being/Education/Workforce Readiness and Self-Sufficiency

Safety: Safety is defined as freedom from abuse (non-accidental injury) and neglect (unwilling or unable to meet the Participant's needs). The Performance Measure Summary and Service Tasks addressing this priority in a THPP setting are found in this SOW, Part C, Section 1.0.

Well-Being/Education/Workforce Readiness and Self Sufficiency: This priority in this SOW refers to educational, transition preparation, medical, dental, psychological, and psychiatric well-being as well as a number of other items especially relevant to a THPP setting. The Performance Measure Summary and Service Tasks addressing this priority are found in this SOW, Part C, Section 2.0.

CONTRACTOR shall provide services including but not limited to, those necessary to accomplish the goals and correct any deficiencies listed in the Participant's Transitional Independent Living Plan (TILP) (Exhibit A-1).

3.0 DEFINITIONS

Definitions in the SOW are incorporated in the THPP Master Contract, Part I, Unique Terms and Conditions, Section 1.0, Applicable Documents and Defined Terms, Sub-section 1.5.

4.0 DEPARTMENTAL MISSION STATEMENT

The Department of Children and Family Services (DCFS), THPP will assist 16 through 17 year old foster youth (up to but not 18 years old) to transition successfully from the foster care system.

DCFS and our community partners will ensure our youth receive their high school diploma or its equivalent; attend college or a vocational training program, secure employment, and obtain affordable housing prior to their transition from the foster care system.

5.0 SERVICE DELIVERY SITES

CONTRACTORS, THPP Units, and services shall be located within the eight Service Planning Areas (SPAS) throughout Los Angeles County, and identified in Exhibit A, Attachment I.

6.0 STAFFING RATIOS & QUALIFICATIONS

6.1 At all times CONTRACTOR shall maintain at a minimum the following staffing ratios:

- I. One (1) **Program Director** that meets the qualifications set forth in Section 6.2.1 below;
- II. One (1) **Social Work Supervisor** that meets the qualifications set forth in Section 6.2.2 below for every eight social workers or fraction thereof;
- III. One (1) **Social Worker** that meets the qualifications set forth in Section 6.2.3 below, for every 25 THPP Participants or fraction thereof in placement;
- IV. One (1) **Direct Care Staff** that meets the qualifications set forth in Section 6.2.4 below, for every 10 THPP Participants or fraction thereof in placement.

All THPP personnel including but not limited to volunteers, licensee and Direct Care Staff shall be required to report suspected child abuse and neglect to COUNTY as well as CDSS/CCLD. Additionally, all THPP

personnel including but not limited to all volunteers, licensee and Direct Care Staff shall sign a statement acknowledging their reporting responsibilities.

6.2 Minimum Qualifications

6.2.1 **CONTRACTOR'S Program Director (CPD)** shall possess the following minimum qualifications prior to employment:

- Possess a Master's Degree from an accredited or state-approved graduate school as defined in Section 94301 of the Education code, in social work or social welfare, marriage, family and child counseling, counseling psychology or human service degree
- AND a minimum of three years documented experience in the field of child or family services, two years of which must have been in an administrative or managerial position.

Or

- Possess a Bachelor's Degree in a behavioral science from an accredited college or university
- AND a minimum of five years of experience in the field of child or family services two of which must have been in an administrative or managerial position.

6.2.2 Contractor's **Social Work Supervisor(s)** shall possess the following minimum qualifications **prior** to employment:

- a) A Master's Degree from an accredited or State approved graduate school, as defined in Section 94301 of the Education Code, in one or more of the following areas:
- Social work or social welfare,
 - Marriage, family and counseling,
 - Child psychology, child development,
 - Counseling psychology, social psychology,
 - Clinical psychology or Educational psychology, consistent with the scope of practice as described in Section 4986.10 of the Business and Professions Code,
 - Education with a counseling emphasis, or
 - Equivalent Master's Degree in human services or behavioral science degree acceptable to CDSS.

And All of the Following:

- At least three semester units or 100 days of internship, field practice or experience in public or private social service agency setting at the Master's Degree level,
- At least nine semester units of coursework related to children and families or 18 months experience working with teens,
- At least three semester units related to working with minority populations; six months of experience working with minority populations; or six months in-service training in working with minority populations within the first year of employment as a condition of employment,
- At least three semester units in child welfare, or two years experience in a public or private child welfare social services setting.

AND

- Three years of full-time social work or casework employment in the field of family or child welfare services.

b) CONTRACTOR shall ensure that if a Social Work Supervisor carries a caseload, then Social Work Supervisor shall not be located more than two hours travel by automobile from the THPP Participant(s) in their caseload.

6.2.3 CONTRACTOR's **Social Worker(s)** shall possess the following minimum qualifications prior to employment:

- a) A Masters Degree from an accredited or state approved graduate school, as defined in Section 94301 of the Education Code, in one of the following areas:
- Social work or social welfare,
 - Marriage, family and child counseling,
 - Child psychology, child development,
 - Counseling psychology, social psychology,
 - Clinical psychology or Educational psychology, consistent with the scope of practice as described in Section 4986.10 of the Business and Professional Code,
 - Education with an emphasis on counseling, or equivalent Master's Degree in human services or behavioral science degree as determined by the State.

AND all of the following

- At least three semester units or 100 days of field practice or experience in a public or private social service agency setting at the Master's Degree level working with teens,
- At least nine semester units of coursework related to children and families or 18 months of experience working with children and families,
- At least three semester units in working with minority populations or six months of experience in working with minority populations or six months in-service training in working with minority populations within the first year of employment as a condition of employment, and,
- At least three semester units in child welfare, or two years of experience in a public or private child welfare social services setting.

- b) CONTRACTOR shall ensure that Social Work staff are located no more than two hours travel time by automobile from the THPP Participant(s) on their caseload.

6.2.4 CONTRACTOR's **Direct Care Staff** shall possess the following minimum qualifications:

- a) A Bachelor's Degree in Sociology, Psychology or closely related field AND at least six months experience working with teens.

OR

An Associate's Degree in Psychology, Sociology, Child Development or closely related field or 60 semester units/credits with at least 15 semester units/credits in Psychology, Sociology, Child Development or closely related field **AND** two-years experience providing training, counseling, tutoring, or case-management to foster or other at-risk youth.

- b) Direct Care Staff shall be available to Participants 24 hours a day and 7 days per week. COUNTY Program Manager may require CONTRACTOR to provide additional Direct Care Staff as she/he deems necessary.

6.2.5 CONTRACTOR'S **volunteer** staff shall possess all of the minimum qualifications required in this Contract appropriate to the work they perform. Additionally all volunteers are subject to the same rules and regulations as paid staff.

Only employees/volunteers that have been approved by COUNTY Program Manager (CPM) and certified by CONTRACTOR shall have direct contact with THPP Participants. CONTRACTOR shall immediately prohibit all decertified employees/volunteers that the CPM has determined inappropriate, from having further contact with THPP Participants. Prior to any direct contact with THPP Participants, each employee/volunteer must have COUNTY approval and CONTRACTOR certification.

6.2.6 CONTRACTOR agrees to certify, train, and monitor staff and volunteers who will provide direct services/support to THPP Participants.

6.2.6.1 Certification and Training

CONTRACTOR shall certify and train all staff having direct contact with THPP Participants in compliance with CDSS Title 22 regulations Section 84065.

CONTRACTOR shall ensure that all THPP Direct Care staff are trained in CPR and First Aid, and shall maintain an age appropriate certification in CPR from persons qualified to provide such training. CONTRACTOR shall maintain proof of successful completion of CPR and First Aid Training and valid Certification in staff's personnel records.

6.2.6.2 Monitoring

In the event the CONTRACTOR becomes aware of a criminal complaint filed against any employee or volunteer or allegation of child endangerment made within the scope of their employment with the CONTRACTOR, the CONTRACTOR agrees to immediately notify the CPM. The CPM shall review the allegations and/or complaint to determine whether it would be inappropriate for the person to continue to be employed by or serve as a volunteer for the CONTRACTOR. If the CPM determines that it is inappropriate for the person to continue to work with THPP Participants, the CONTRACTOR shall immediately preclude the employee or volunteer from having any further contact whatsoever with Participants.

For each employee/volunteer, CONTRACTOR shall submit to the CPM verification of fingerprinting clearances, Child Abuse Index clearance, and CONTRACTOR's employee certification prior to the staff commencing work with the THPP youth.

7.0 PROGRAM MANAGEMENT REQUIREMENTS

The COUNTY shall provide a County Program Manager (CPM) to coordinate the delivery of services of this Contract with the Contract Program Director (CPD).

- 7.1 The CPM or designee is responsible for, but not limited to, monitoring CONTRACTOR's day-to-day activities, providing technical assistance to ensure that CONTRACTOR satisfies the Contract requirements, and providing programmatic support to CONTRACTOR.

COUNTY's Program Manager:

Maurissa Sanders or County Designee
County of Los Angeles
Department of Children and Family Services
Youth Development Services Division
3530 Wilshire Blvd. 4th floor
Los Angeles, CA 90010
Telephone (213) 351-0120
Fax: (213) 637-0035

- 7.2 The CPM and/or designee(s) is not authorized to make any changes to any of the terms and conditions of this Contract and is not authorized to further obligate COUNTY in any respect whatsoever.
- 7.3 The CPM is solely responsible for referring all eligible THPP Participants to CONTRACTOR.
- 7.4 CONTRACTOR shall not accept any THPP Participant for placement without CPM written authorization.

8.0 COUNTY'S GENERAL RESPONSIBILITIES

- 8.1 A DCFS' Children Social Worker (CSW) will provide the following information to CONTRACTOR following a THPP placement:
- 8.1.1 COUNTY CSW will provide CONTRACTOR a case plan and current Transitional Independent Living Plan (TILP) for the participant upon initial placement. Any subsequent case plan or TILP updates will be completed in collaboration with the CONTRACTOR; the CSW will include pertinent information received verbally and in writing from the CONTRACTOR. The CSW is solely responsible for initiating and completing case plans and TILP updates. The CSW will provide the CONTRACTOR a copy of the case plan and TILP updates.
- 8.1.2 COUNTY CSW at the time of placement, will provide CONTRACTOR with parental or court consent for the child's medical care, participation

in recreation activities and participation in school activities. Additional consent will be obtained and provided by the CSW as needed.

8.1.3 COUNTY CSW will also provide the CONTRACTOR an Agency Placement Agreement (Exhibit A-2) for each THPP Participant placed with CONTRACTOR. CONTRACTOR shall file the Agency Placement Agreement in the THPP Participant's Record Folder within one business day of Participant's placement.

8.1.4 COUNTY CSW at the time of placement will provide CONTRACTOR with the participant's Medi-Cal card, Medical and Education Records or the Health and Education Passport Binder.

8.1.5 COUNTY CSW will continue to provide case management services supervision. Court reports submitted to the Juvenile Court shall be completed with input from the participant and the THPP provider. The CSW shall approve adult visitors (19 years and older), and provide a list to the THPP provider at the time of placement and updates as required. Monthly visits to the participant by the CSW shall be ongoing throughout the participant's tenure in the THPP.

8.2 The CSW shall be responsible for transporting Participants to court when required

9.0 CONTRACTOR'S RESPONSIBILITIES

9.1 CPD shall be responsible for the operation of the THPP and for the daily oversight of the CONTRACTOR's THPP activities. Responsibilities include but are not limited to appointing and dismissing staff, organizing and administering training for all staff. The CPD is listed in the THPP Master Contract, Exhibit B, Attachments, Attachment I.

9.2 CPD shall be responsible for ensuring that each Participant's TILP (Exhibit A-1) is followed and goals are obtained.

9.3 CONTRACTOR shall notify CPM prior to any change in CPD

9.4 CONTRACTOR shall maintain communication with the CSW and provide information regarding participant's progress/deficiencies and TILP goal attainment.

9.5 CPD shall maintain contact and work with the CPM as necessary to ensure the requirements of this Contract are met.

9.6 CPD is responsible to ensure that all reports are submitted to the CPM

- 9.7 CPD shall be present in the THPP facility a minimum of 20 hours per week during normal business hours (Monday-Friday from 8:00 A.M. to 5:00 P.M.).
- 9.7.1 At all other times, when the CPD is absent from the THPP facility, there shall be coverage telephonically by the CPD or by the CPD'S designee. If the designee does not meet the administrator's qualifications, there shall be immediate access to the CPD. The designee shall have:
- Knowledge of the THPP operations.
 - Training in programs provided by the THPP.
 - Authority to correct deficiencies that constitute immediate threats to the health and safety of THPP Participants.
- 9.8 CPD shall be available to CPM or participants 24-hours a day, seven days a week. CONTRACTOR shall provide a contact number for use after normal business hours (Monday through Friday from 8:00 A.M. to 5:00 P.M.), on weekends and COUNTY holidays. CONTRACTOR shall respond within one hour of being contacted.
- 9.9 CPD shall ensure the qualified Social Work personnel are available to respond to any emergency regarding a participant, 24 hours a day, and seven days a week.
- 9.10 CONTRACTOR's Social Work Supervisor shall be responsible for, but not limited to the following:
- 9.10.1 Orientation and training of new Social Work personnel,
- 9.10.2 Review and oversight of assigned Social Work personnel to ensure compliance with applicable laws, regulations, policies and procedures.
- 9.11 Social Work personnel shall be responsible for, but not limited to the following:
- 9.11.1 Evaluation and assessment of the eligible youth for participation in the THPP program.
- 9.11.2 Supervision of the placement of the participants in the THPP Unit.
- 9.11.3 Development and updating the needs and services plan of THPP participants.
- 9.11.4 Provision of support services to THPP participants.

9.12 CONTRACTOR shall include the principles of the Child Welfare League Initiative and Positive Youth Development in their program models.

9.12.1 Participants are encouraged to visit with parents, siblings, extended family and friends to promote human growth and development. The family provides nurturance and self-esteem to the youth to develop maximum potential to become self-sufficient and confident young adults transitioning from the foster care system. Family support, mentors and friends play a large part in assisting the foster youth to become a thriving and vital member of society.

9.13 Contractor shall provide the following service components in their program.

9.13.1 Independent Living Program services

- Education - related costs, tuition and scholarships
- High school graduation expenses
- Work-related costs like clothing, tools, union dues, vocational and educational assessments
- Daily Life Sessions
- Computer classes
- Youth conferences
- Participation in youth events i.e. Celebration 1, and Success is our Future.
- Teen Clubs Activities
- Linking all THPP Participants to his/her Transition (ILP) Coordinator

9.13.2 Health Care Agency:

Most children in foster care are automatically eligible for free Full-Scope Medical regardless of their immigration status via AFDC-FC. Foster care youth who remain in foster care on their 18th birthday may receive Medi-cal until their 21st birthday under the Former Foster Care Children (FFCC) program.

9.13.3 Foster Care Services:

- Contractor shall provide assistance with completion of Transitional Independent Living Plan (TILP)
- Contractor shall collaborate with the CSW to complete transition in TILP.
- Participation in Independent Living classes

9.13.4 Community and Public Partners, including but not limited to:

- California Youth Connection (CYC)
- Casey Family Programs (CFP)
- Casey Life Skills
- Fatherless Hotline - (1-877-716-8000)

- Foster Care Ombudsman Program
- National Center for Youth Law
- One Source California
- Orphan Foundation of America
- The Alliance for Children's Rights
- DPSS and Linkages services

9.14 CONTRACTOR shall notify DCFS Foster Care Hotline at (800) 697- 4444 within 24 hours whenever a participant is moved from one site/home to another or a child leaves the CONTRACTOR's program.

9.15 CONTRACTOR shall agree to comply with any changes in the legislation regarding THPP and any regulations made by CDSS, and shall incorporate the changes into their programs.

9.16 CONTRACTOR shall contact youth daily to confirm case plan goals are being attempted and youth is following program rules.

9.17 CONTRACTOR shall introduce youth to the website www.ilponline.org for resources and other opportunities.

9.18 CONTRACTOR shall participate actively in 90-day Transition Conferences to assist regional staff in planning for transition from THPP.

10.0 REFERRAL AND SCREENING PROCESS BY COUNTY AND PROVIDER

10.1 Youth may participate in the THPP with the permission of the Independent Living Program (ILP) Coordinator and the CSW. Only the CSW or ILP Coordinator may initiate a referral to the THPP.

10.2 Referrals are screened by the CPM or his/her designee(s). The CSW shall provide the following documents to the CPM to determine if the youth meets the eligibility criteria of the THPP

- THPP Application (signed by SCSW for 16 year-old youth)
- Current Quarterly report from group home or letter from other placement (relative placement or foster home).
- Current psychological evaluation, if applicable
- Current Status Review/Court Report including the TILP, the Case Plan/Case Plan update and Needs and Services Plan.
- Copy of the Individualized Educational Plan (IEP).
- Copy of the Participant's last report card from Participant's high school.
- A reference letter from the school counselor on school letterhead, outlining the Participant's anticipated graduation date, the number of credits earned, and the number of credits and courses needed to satisfy the graduation requirements

- A reference letter of approval by the CSW (two additional references necessary for 16 year-old applicants)
 - Any other requested document deemed necessary to ensure a full and fair evaluation
- 10.3 The CPM or his or her designee will assess the youth's strengths and needs by completing a THPP Background Summary (Exhibit A-33). This instrument shall be used at the initial THPP interview. The topics include but not limited to the following areas:
- Background – delinquency history, substance abuse, and family relationship and status.
 - Adjustment to Placement – Placement history, completion of chores, curfew, interaction with peers and staff.
 - CSW Assessment – letter regarding the youth.
 - Employment – work history
 - Visitation Plan – Parents, siblings and adult plan.
 - Counseling – Behavioral health needs and status.
 - Medication/Medical – Physical health needs and status.
 - ILP – date of completion for ILP classes.
 - Education – educational needs and status.
 - Interests – hobbies, activities
 - Future plans – career goals, college, vocational training.
 - Special Incidents – Conduct in placements, school and public.
 - Concerns – Behavior, attitude and criminal behavior.
- 10.4 The THPP Steering Committee shall consist of the CPM or designee, THPP Providers, and the ILP Coordinator, when possible. When the ILP Coordinator cannot attend the interview, the eligibility documents are forwarded to the ILP coordinator, and he/she will make the final approval.
- 10.5 The THPP participant shall not be asked to change schools unless it is a continuation school. Participants are referred to the THPP agency closest to their school, or the agency that is able to meet the youth's case plan needs.
- 10.6 CONTRACTOR shall conduct a pre-placement orientation and interview with the THPP Participant and CSW. If the Participant and CSW agree to consider placement with the CONTRACTOR, the CONTRACTOR will schedule a site visit for the Participant and the CSW prior to placement. The orientation and site visit may occur at the same visit.
- 10.7 Immediately after the orientation, interview and/or Unit site visit, the CONTRACTOR shall verbally notify the CPM if it is determined that a placement would be suitable for the Participant and CSW and the Participant agrees with the placement. Within five business days following verbal notification, and at least five business days prior to the date of Placement,

CONTRACTOR shall confirm the suitability of the placement in writing to the CPM by submitting a completed Placement Information and Authorization Form (Exhibit A-4) along with proof of renter's insurance and a fire clearance if the Participant and/or his/her children are non-ambulatory. CONTRACTOR shall file the Placement Information and Authorization Form in the TPRF within one business day of receiving completed form from CPM.

- 10.8 CONTRACTOR shall not accept any Participant for placement without prior written authorization from the CPM. If a CONTRACTOR accepts a placement and/or places a Participant in THPP without prior written authorization from the CPM, the COUNTY may terminate this Contract.
- 10.9 If the Participant decides not to accept services of CONTRACTOR, CONTRACTOR shall notify the CPM and refer the Participant back to CPM.
- 10.10 Upon placement of each THPP Participant, CONTRACTOR shall complete and sign a THPP Unit Verification Form, (Exhibit A-5), and complete a Furniture Inventory Form (Exhibit A-6) signed by the Participant and CONTRACTOR annotating the items that the Participant shall take with them upon transition. The forms shall be filed in the TPRF within one (1) business day following placement and be available upon request to the CPM
- 10.11 Upon placement, CONTRACTOR shall complete a THPP Participant Occupancy Form (Exhibit A-7) and file it in the TPRF within (1) business day following placement. The THPP Participant's Occupancy form shall be available at all times for review by COUNTY and CPM upon request and a copy must be retained in by CONTRACTOR for a minimum of five (5) years from the date of the THPP Participant 's placement.
- 10.12 Upon placement, CONTRACTOR and THPP Participant shall sign and date an admission agreement as specified in Title 22 Section 80068. (Exhibit A-2)
- 10.13 Upon placement, CONTRACTOR, THPP Participant and CSW shall read the THPP Contract Regarding Participant's and Provider's Rights and Responsibilities (Exhibit A-35). All parties shall sign and date the contract indicating agreement to their rights and responsibilities. The CONTRACTOR shall provide a copy of the contract to all parties. A copy shall be placed in the participant's TPRF.
- 10.14 CONTRACTOR shall not accept referrals from other THPP Providers for THPP Participants.
- 10.15 CONTRACTOR shall not refer a THPP Participant(s) to another THPP provider(s) under any circumstances.
- 10.16 CONTRACTOR shall not accept court ordered THPP Participants without the proper referral and screening process.

10.17 Only the COUNTY has the authority to approve or refer and place THPP Participants. CONTRACTOR shall obtain written approval from the CPM prior to any changes being made in the placement of a THPP Participant.

PART B – TARGET POPULATIONS

- 1.1 Participants in THPP are youth who meet all of the criteria as listed on subsection 1.3 of this Section, and have been deemed eligible by the COUNTY to participate in the THPP program. The COUNTY shall refer eligible THPP Participants to CONTRACTOR who would benefit from living in an independent living environment and receiving intensive independent living skills, assistance in acquiring a high school diploma or equivalent, achieving economic self-sufficiency, securing affordable housing, and training to assist them in adjusting to independent living upon transition from foster care.
- 1.2 The CONTRACTOR may not discriminate against THPP participants based on race, gender, sexual orientation or disability.
- 1.3 Population To Be Served - Only those youth who meet all of the following criteria are eligible to participate in the County's THPP.
 - Are dependents or wards of the County Juvenile Court
 - Are age 16 through age 17 (up to, but not including age 18).
 - Reside in out-of-home placement funded through AFDC-FC.
 - Participate actively in school or vocational training.
 - Maintain a substance-free lifestyle.
 - Eligible for participation in ILP.
- 1.3.1 Youth who are placed in a group home may be given special consideration for placement as the THPP will serve as a step-down program for these youth who may benefit from a less structured environment.
- 1.3.2 Youth aged 16 but not yet 17 will need the written approval of the CSW's immediate supervisor and two additional references.

PART C – SERVICE TASKS TO ACHIEVE PERFORMANCE OUTCOME GOALS

PERFORMANCE MEASURE SUMMARY		
1.0 SAFETY		
PROVIDER AND PROGRAM: TRANSITIONAL HOUSING PLACEMENTS PROGRAM		
PROGRAM TARGET GROUP: THPP PARTICIPANTS		
PROGRAM GOAL AND OUTCOME: - Participants shall reside in safe environments and be free from abuse and neglect.		
OUTCOME INDICATORS	METHOD OF DATA COLLECTION	PERFORMANCE TARGETS
Participants will reside in safe and clean living environments	Monthly Participant Survey Unit Verification Form; Entry Assessment; Apartment Inspections; Technical Reviews; CWS/CMS; iTracks	0% of sustained allegations of abuse and/or neglect
Participants will reside in units approved by CCL	CCL Licensing Report/Letter; Certificates of Compliance	100% of all Contractors will have a current and valid THPP license and/or Certificate of Compliance for each site while providing THPP/THP+FC services to the County
Participants will receive supervision and support from staff/volunteers with appropriate clearances, training, etc.	Employee/Volunteer Report; Declaration of Compliance; Technical Review	100% of Contractors' staff/volunteers will have background clearances, training, etc. and be approved by CPM prior to having contact with Participants
Participants will receive annual medical and dental examinations	DCFS 561 (a & b); Monthly, Quarterly & Annual Reports; Technical Reviews	100% of Participants will have a current health/education passport
Participants will have affordable housing	Monthly, Quarterly, Annual & Exit/Termination Reports	75% of Participants will transition with a housing plan

1.0 SAFETY

PERFORMANCE OUTCOME GOAL: Participants shall be free from abuse and neglect by THPP staff, volunteers, other THPP Participants, friends or family members.

SERVICE TASKS:

1.1 Program Models

DCFS shall utilize one or more of the following models:

1.1.1 Participant(s) live independently in an apartment rented or leased by the licensee located in a building in which one or more adult employee of the licensee resides and provides supervision. Participant (s) may not share a bedroom; each participant (s) must have their own bedroom.

1.1.2 State Certified Units

1.1.2.1 The CDSS/CCLD shall inspect and certify all Unit sites to be used for THPP Participant(s). A THPP Participant shall not occupy any Unit until certification is completed. CONTRACTOR shall ensure that selected Unit(s) is in compliance with all CCLD regulations before signing rental/lease agreements.

1.1.2.2 CONTRACTOR shall obtain prior written CCLD approval to place a participant in a Remote Site Model.

1.1.3 In all models, THPP providers shall be encouraged to do the following:

1.1.3.1 Utilize apartments where youth may continue to live following transition from foster care.

1.1.3.2 Afford youth the opportunity to keep their apartment furnishings following transition from foster care.

1.2 Unit Requirements

CONTRACTOR shall maintain copies of each Certificate of Compliance in the CONTRACTOR's Administrative Office to be available for review/inspection by COUNTY. CONTRACTOR shall also maintain copies of Certificates in Sub-Administration Office(s) and/or Staff Residential Unit, if applicable for review/inspection by COUNTY.

CONTRACTOR shall complete a THPP Unit Verification form, confirming that the following basic requirements for each Unit are met before each

THPP Participant is placed. CONTRACTOR shall agree to the following requirements:

- No more than three THPP Participants shall share a Unit.
- No more than one person shall occupy a bedroom.
- Each THPP Participant that shares a unit shall have sufficient designated food storage space for perishable and non-perishable food to ensure accurate monitoring of each Participant's shopping habits and adherence to their allowance.
- No more than two THPP Participants shall share a refrigerator.
- No more than two THPP Participants shall share a bathroom.
- At the time of placement, the CONTRACTOR shall provide the THPP unit with a new set of dishware for a minimum of four people. The same applies to glassware permanent plastic cups, eating utensils, knives and pots and pans, dish towels, dish clothes, oven mitten(s). More than two THPP Participants in a unit require dishware for a minimum of eight people.
- The THPP CONTRACTOR shall provide a fire extinguisher in each THPP unit. The CONTRACTOR shall provide training on the use of the fire extinguisher. Proof of training shall be filed in TPRF.
- No more than two THPP Participants shall share a telephone or telephone line.
- Should three THPP Participants share a unit, CONTRACTOR shall provide two refrigerators, two bathrooms, two telephones, and two telephone lines.
- The CONTRACTOR shall provide each THPP Participant with a towel rack, soap bar dish and space for toothbrush, etc.
- THPP Participant shall not share a Unit with any other individual not enrolled in THPP, except an infant child(ren) of the THPP Participant.

- No room commonly used for other purposes shall be used as a bedroom, e.g., living rooms, dining rooms, garages, detached buildings, and passageways to another room.
- No bedroom shall be used as a general passageway to another room.
- THPP Participant with an infant(s) shall be furnished with a bassinet or crib(s), as appropriate.
- THPP Participants placed with their child(ren) shall have the unit equipped with safety features, including but not limited to childproof cabinets and drawer locks, door locks and electrical outlet covers.
- Bedrooms shall have drawer space for the Participant's belongings and closet space to accommodate their clothing and personal belongings.
- Bunk beds, cots, rollaway beds or futons shall not be used by Participants or their child(ren) for beds.
- Each Participant and their child(ren) shall have their own bed/crib/bassinet and shall not share a bed/crib/bassinet.
- Upon placement CONTRACTOR shall provide Participant a new mattress and box springs. CONTRACTOR shall not provide used or second-hand mattress/box springs to THPP Participants or their child(ren).
- A working smoke detector in the hallway and in each bedroom is required.
- The CONTRACTOR shall provide parking space(s) for THPP participants with automobiles.
- CONTRACTOR shall ensure each THPP Participant has a bed that meets the needs of the THPP Participant. If the bed is too short or not wide enough for the Participant, the CONTRACTOR shall immediately replace the bed and mattress and ensure it is appropriate for the THPP Participant(s).
- Unit(s) shall be adequately furnished with furniture in good and safe condition based on visual and physical inspection by CONTRACTOR.

- Unit(s) shall have appropriate window treatments that provide privacy such as blinds, and/or curtains or drapes.
- Fire Clearances shall be secured and maintained as required by CONTRACTOR for each THPP Unit.
- Copies of a current emergency plan shall be given to each THPP Participant upon placement specific to the THPP Unit location.
- THPP Participants of the opposite sex shall not share a unit.

Prior to placement, CONTRACTOR shall make necessary specific provisions, including but not limited to, alterations to the building and grounds as required protecting and assisting the Participant, and maximizing the Participant's potential for self-sufficiency when a Participant is disabled.

- 1.3 Unit Locations: No THPP Unit(s) shall be more than ¼ mile from any of the following: public transportation, a grocery store, and medical care, and laundry and dry cleaning services. Various employers/employment opportunities shall not be more than 30 minutes (one-way) travel time, when using public transportation, from all THPP Units.

Notwithstanding any other provision of this SOW, no CONTRACTOR separately or jointly with another CONTRACTOR or CONTRACTORS shall place more than a total of ten THPP Participants in a single apartment complex/building or any adjacent buildings/locations.

CONTRACTOR shall ensure the THPP Participant's Unit site is in close proximity, to the school that the Participant is currently enrolled.

1.4 CONTRACTOR'S Employee and Volunteer Records

1.4.1 CONTRACTOR shall maintain and retain records on each Certified employee/volunteer described herein and as required by CDSS/CCLD in accordance with, but not limited to, Title 22, Division 6, Chapter 8.8, Section 88069.7(d). Such records shall include, but are not limited to, fingerprint clearances, Child Abuse Index clearances, CONTRACTOR's employee certification, and CONTRACTOR's admission agreements. COUNTY may require CONTRACTOR to maintain and retain additional records, as COUNTY deems necessary.

1.4.2 For each employee/volunteer, CONTRACTOR shall maintain verification of fingerprinting clearances, Child Abuse Index clearance, and CONTRACTOR's employee certification for all employee/volunteers that have direct contact with any THPP Participant,

- 1.4.3 CONTRACTOR shall maintain documentation of all completed education and experience requirements in staff's personnel file including a copy of all staff's resumes and credentials verifying previous employment and educational background.
- 1.4.4 Copies of all CONTRACTOR's employees/volunteers resumes and certifications shall be delivered to CPM prior to execution of this Contract. The copies shall be accompanied with a cover letter specifying the THPP program as the program type, the agency's name, address, and a contact person. In the event a change of staff occurs, CONTRACTOR shall notify CPM in writing and shall submit new employees/volunteers resumes and certifications to CPM upon hiring and prior to new staff having direct contact with any THPP Participant.

PERFORMANCE MEASURE SUMMARY 2.0 WELL-BEING/EDUCATION/WORKFORCE READINESS AND SELF SUFFICIENCY		
PROVIDER AND PROGRAM: TRANSITIONAL HOUSING PLACEMENT PROGRAM		
PROGRAM TARGET GROUP: THPP PARTICIPANTS		
PROGRAM GOAL AND OUTCOME: WELL-BEING/EDUCATION – Participants shall improve their level of functioning in the areas of education/emancipation preparation, employment, health, behavior, social and emotional well-being.		
OUTCOME INDICATORS	METHOD OF DATA COLLECTION	PERFORMANCE TARGETS
1. Participants will have a high school diploma/GED certificate	<ul style="list-style-type: none"> ▪ Monthly, Quarterly and Annual Reports; ▪ Technical Reviews 	75% of Participants are successful in obtaining a HSD/GED by their TILP target date
2. Participants will receive at least 240 minutes per month of life skills training	<ul style="list-style-type: none"> ▪ Monthly, Quarterly and Annual Reports; ▪ Monthly Participant Surveys; ▪ Technical Reviews 	100% Participants will receive life skills training
3. Participants will receive individualized training	<ul style="list-style-type: none"> ▪ Monthly, Quarterly and Annual Reports; ▪ Monthly Participant Surveys; ▪ Technical Reviews 	100% of Participants with an identified need for individualized training will receive such training
4. Participants will have an identified permanent adult connection	<ul style="list-style-type: none"> ▪ Monthly, Quarterly and Annual Reports; ▪ Technical Reviews 	100% of Participants will have the name, relationships, etc. of their identified permanent adult connection documented in their case files
5. Participants will have increased skills or income	<ul style="list-style-type: none"> ▪ Monthly, Quarterly and Annual Reports ▪ Technical Reviews ▪ Entry, Exit & Bi-Annual Assessments ▪ Ansell-Casey 	75% of Participants that transition from THPP will have part-time employment and/or be enrolled in college or a vocational training program.
6. Participants will have affordable housing	<ul style="list-style-type: none"> ▪ Monthly and Quarterly Report ▪ Technical Reviews ▪ Entry, Exit & Bi-Annual Assessments; ▪ Ansell-Casey; ▪ Exit/Termination Report 	75% of Participants will transition to THP+FC, SILP or THP

2.0 WELL-BEING/EDUCATION/WORKFORCE READINESS AND SELF-SUFFICIENCY

PERFORMANCE OUTCOME GOAL: Participants shall improve their level of functioning in the areas of education/transition preparation, health, and behavior, social and emotional well-being.

SERVICE TASKS:

2.1 Orientation Procedures

- 2.1.1 CONTRACTOR shall design a written orientation plan and submit it to the CPM for approval prior to accepting a THPP placement under this Contract. The orientation plan shall indicate CONTRACTOR'S specific procedures and requirements for all THPP Participants. The plan shall include, but not be limited to, the CONTRACTOR's policies incorporating applicable provisions of Welfare and Institutions Code Section 16522.1, such as vehicles, work expectations, preparation of meals, fines, budgeting, Participant's monthly allowance, lending or borrowing money, unauthorized purchases, the grievance/complaint procedures, curfew, personal safety, visitation rights, dating, disciplinary measures, grounds for termination, participation in the ILP program, and disaster/emergency plan. A copy of the written orientation plan shall be available upon demand by CPM.
- 2.1.2 At the time of initial placement, the CONTRACTOR shall provide each THPP Participant, in the presence of the CSW, a full orientation based on its written orientation plan. A written copy of the procedures, rules and regulations shall also be provided to the THPP Participant and CSW. Participant shall complete, sign and date the Mandatory Orientation Checklist (Exhibit A-8) at time of initial placement. CSW shall sign and date the Mandatory Orientation checklist verifying that copies of policy/procedures were received by and explained to Participant by CONTRACTOR. Within one (1) business day following placement, CONTRACTOR shall file the original Mandatory Orientation Checklist in the Participant's THPP Record Folder and provide a copy to the Participant.
- 2.1.3 CONTRACTOR shall give each THPP Participant a copy of the Foster Youth Bill of Rights (Exhibit A-9) and THPP Personal Rights (Exhibit A-10), Legal Rights of Teens in Out of Home Care (Exhibit A-32) along with Grievance/Complaint Procedures at the orientation.

2.2 Required Supplies, Costs and Services

2.2.1 Lease/Rental Agreements and Insurance

CONTRACTOR shall be responsible for securing and maintaining all lease/rental agreements, and renter's insurance policies including any and all payments/premiums for each Unit used for THPP Participants. CONTRACTOR shall be responsible for all renters' insurance in the amounts as set forth in the body of the Contract, Section 5.0, Insurance Coverage Requirements.

2.2.2 Personal Items At Placement

At time of placement, CONTRACTOR shall provide each THPP Participant with new full-size/standard size (not travel size or promotional/trial size) items listed on the Personal Item Inventory (Exhibit A-11). The Original Personal Item Inventory shall be placed in the THPP Participants Record Folder within one business day following placement.

Additionally, CONTRACTOR shall provide appropriate personal hygiene/grooming and first aid items for infants placed with THPP Participants.

Consideration shall be given to cultural/ethnic needs of each THPP Participant when providing Personal Care items.

2.2.3 Required Furniture

The CONTRACTOR shall afford the youth the opportunity to keep their apartment furnishings like bedroom set, living room furniture and kitchen items. THPP roommates shall divide the furnishings if more than one THPP Participant successfully completes their tenure in the THPP at the same time. Upon transition from foster care, each THPP Participant shall keep their apartment furnishings agreed upon at orientation. CONTRACTOR shall be responsible for replacement/repair of any furniture that is not in good and safe condition within five business days of discovery unless the furniture poses a safety hazard for the Participant and/or Participant's child(ren) in which case furniture shall be repaired/replaced immediately. CONTRACTOR shall ensure that major appliances (refrigerators, stoves, ovens, heating/air conditioning units, etc.) are replaced or repaired within two business days unless they pose as safety/fire hazard for the Participant and/or Participants child(ren) in which case they shall be replaced and/or repaired immediately.

2.2.4 Food

CONTRACTOR shall ensure that the THPP Participant has adequate and nutritious food, included but not limited to fresh meats, fish, fresh fruits and vegetables. Upon placement, CONTRACTOR shall supply Participant a variety of nutritious food and beverages to ensure the Participant and his/her child(ren), if

applicable can prepare at least three balanced meals and two-three snacks a day in accordance with California Code of Regulations, Title 22, Section 80076, for at least seven calendar days. However, following placement, Participant shall be solely responsible for purchasing his/her own food and beverages, using their monthly allowance.

2.2.5 Clothing

CONTRACTOR shall ensure that upon placement of a THPP Participant, the Participant and his/her child(ren) if applicable, has or shall be provided with at minimum, the age appropriate items listed on the Clothing Inventory (Exhibit A-12). The Clothing Inventory shall be filed in the TPRF within one business day following Placement.

2.2.6 Responsibility for Utility Costs

CONTRACTOR shall be responsible for connecting, maintaining and payment of all related costs/bills for all utilities for each THPP Unit, including natural gas, electricity, water, trash, sewer maintenance, and any other utilities applicable to each Unit.

2.2.7 Telephone

CONTRACTOR shall supply and maintain a minimum of one telephone, and one telephone line, for each Unit and pay for basic telephone service at all times. However, no more than two THPP Participants shall share a telephone or telephone line. The THPP Participant is responsible for any costs above the basic telephone service costs. CONTRACTOR may choose to include internet service as youth need access to the internet to do homework, job searches, etc.

2.2.8 Responsibility for Emergency Medical Care

In the event a THPP Participant and/or their child(ren), if applicable requires emergency medical treatment, the CONTRACTOR shall be responsible for providing the THPP Participant (and child(ren) if applicable transportation.

When transporting Participants, CONTRACTOR shall ensure the Participant and his/her own children are secured in a safety restraint system in accordance with Vehicle Code Sections 27315(e) and 27360(a).

2.2.9 Monthly Bus Pass

CONTRACTOR shall provide each THPP Participant with sufficient funds to purchase a monthly bus pass or joint bus pass to ensure

the Participant has access to his/her educational and employment/career/vocational facilities/location(s).

As necessary, CONTRACTOR shall provide Participant the appropriate Student Bus Pass application along with any application and/or required photo fee(s).

2.2.10 Monthly Monetary Allowance

2.2.10.1 CONTRACTOR shall provide and issue a monthly monetary allowance to each THPP Participant for (1) food, (2) telephone costs (above basic service costs), (3) laundry/dry-cleaning, (4) toiletries (5) clothing, (6) cleaning supplies, (7) bus pass, (8) recreation, (9) savings, and (10) miscellaneous items. The minimum amounts for each category are listed on the Monthly Allowance Log (Exhibit A-13).

2.2.10.2 CONTRACTOR shall prorate all monthly monetary allowances listed in the Monthly Allowance Log (Exhibit A-13) for participants served less than a full month. The pro rata payment will be calculated by multiplying the monthly allowance by a fraction, where the number of days the participant was actually served is the numerator and the number of days in the month is the denominator. Each participant's allowance will begin to accumulate from date of entry. CONTRACTOR shall maintain sufficient documentation to support the formula used to allocate monthly allowance for each participant, such as recording dates of entry and exit.

2.2.10.3 Fines charged to the THPP Participant, if any, shall be recorded on the Monthly Allowance Log including the instance of occurrence (such as 1st instance), a description of the finable offense and the amount of the fine. CONTRACTOR shall also keep a separate and cumulative record of all fines collected. The record shall include but not be limited to the name of the participant, a description of the offense, the instance of the offense, the date of the offense and the date and amount of fine(s) collected. Fines are limited to telephone costs above the basic telephone service costs and destruction of property in the THPP unit. A large bill shall be deducted from the THPP allowance over time and not all at once.

2.2.10.4 CONTRACTOR shall complete with Participant a Monthly Allowance Log for each Participant and file it in the TPRF by the first business day of the following month. Each THPP Participant must date and sign the Monthly Allowance Log each month acknowledging the amount

received. A copy shall be sent to the CPM each month by the 15th of the following month.

- 2.2.10.5 CONTRACTOR shall issue Participant's monthly allowance not less than bi-weekly. CONTRACTOR shall issue each Participant's allowance directly to Participant in cash or provide in the form of a check. Bank accounts for participants are to be insured by the Federal Deposit Insurance Corporation (FDIC). Contractor shall ensure that the savings account of the Participant's choice is an interest bearing account. Upon exiting the program, the CONTRACTOR shall provide to the participant all actual interest earned from the savings account, including an ending statement which details all interest earned.
- 2.2.10.6 CONTRACTOR shall assist each THPP Participant in establishing a savings account at a FDIC insured institution of the Participant's choice.
- 2.2.10.7 Except for monthly pre-paid telephone cards or pre-paid telephone calling plans, CONTRACTOR shall not under any circumstances substitute non-monetary allowance items as replacements for monetary allowances due to the Participant. Such non-monetary items include but are not limited to, pre-paid food cards, gift certificates, money orders, food/clothing vouchers, retail gift cards and retail gift certificate or vouchers. Non-compliance by CONTRACTOR with this provision shall be considered a material breach of this Contract.
- 2.2.10.8 CONTRACTOR shall require THPP Participant to provide receipts for purchases made with their allowance(s) for food, clothing, and personal need items. In addition, each Participant shall remit the amount of any costs above the basic telephone service costs as stated in Exhibit A, THPP STATEMENT OF WORK, PART C – SERVICE TASKS TO ACHIEVE PERFORMANCE OUTCOME GOALS, Section 2.0, WELL-BEING/EDUCATION/WORKFORCE READINESS AND SELF SUFFICIENCY, Sub-section 2.2, Required Supplies, Costs and Services, Paragraph 2.2.7, Telephone from their allowance to CONTRACTOR for payment. A copy of each month's receipt for the telephone bill, signed by the CONTRACTOR, shall be placed in the THPP Participant Record Folder.
- 2.2.10.9 CONTRACTOR shall not require Participant to use his/her allowance to purchase or pay for items that CONTRACTOR is responsible to provide except for any costs above the basic telephone service costs as stated

in Exhibit A, THPP STATEMENT OF WORK, PART C – SERVICE TASKS TO ACHIEVE PERFORMANCE OUTCOME GOALS, Section 2.0, WELL-BEING/EDUCATION/WORKFORCE READINESS AND SELF SUFFICIENCY, Sub-section 2.2, Required Supplies, Costs and Services, Paragraph 2.2.7, Telephone.

2.2.11 Recreation

CONTRACTOR shall ensure that each THPP Participant has resources, such as information on free community events of interest to the Participant and the opportunity for regular leisure time, rest/exercise, and informal daily recreational activities, such as appropriate reading material, games, television, radio, VCR, etc. CONTRACTOR shall provide Participant, including transportation and admission, with weekly/monthly activities such as outings to the park, beach, movies, sporting events, concerts, cultural events, community events and other forms of recreation.

2.2.12 Transportation

CONTRACTOR shall be responsible for transportation to mandatory DCFS events. When transporting Participants, CONTRACTOR shall ensure that Participants and his/her child(ren) are secured in a safety restraint system in accordance with Vehicle Code Section 27315(e) and 27360(a).

2.2.13 Housing

CONTRACTOR shall work diligently with CSW and ensure that each THPP Participant has secured affordable housing prior to transition from foster care in accordance with Participant's TILP.

2.2.14 Dating

Dating is allowed as long as it doesn't interfere with program compliance and the program rules and regulations.

2.3 Required Training

2.3.1 CONTRACTOR shall provide to THPP Participant ongoing training in the areas described in this Section 2.3. CONTRACTOR shall provide not less than a 60-minute training session on any four subjects described in this Section each month for a minimum of 240 minutes of training conducted each month. However, all aspects of any one subject need not be covered in a single training session. All training shall be documented in the THPP Participant Monthly Survey, and attached to the Monthly THPP Report submitted by the CONTRACTOR. Training sessions shall be rotated so that all

subjects are covered in any 12-month period. Training curricula/lesson plans must be in writing, must be standardized for all Participants, and must be available for audit and inspection by the COUNTY and CPM upon request. However, the actual training conducted may be verbal and shall be conducted by Direct Care staff, Social Work staff, and/or knowledgeable members in the community, such as but not limited to local legal aid organizations, Housing Authority, or financial institution staff, appropriate to the subject matter. CONTRACTOR shall provide each THPP Participant written instructions/information for each training session, and CONTRACTOR shall also include "hands-on", practical training (i.e. opening a bank account).

2.3.2 CONTRACTOR shall provide additional monthly training/support for Participants that are deficient in any areas identified by the CSW, and THPP Participant. The CONTRACTOR is responsible for ensuring the Participant achieves the goals in the TILP. Additional training shall ensure the Participant is no longer deficient in these areas. The training received shall be filed in the TPRF.

2.3.3 CONTRACTOR shall provide each THPP Participant with a 5-inch, 3-ring binder with tab dividers to categorize written training instructions/information.

2.3.4 CONTRACTOR must also keep records on who administered the training, credentials (if appropriate), length of training, date of training, and verification of attendance (attendance roster) and place this information in each THPP Participant TPRF.

2.3.5 Money Management/Financial Literacy Skills Training

2.3.5.1 Training shall include, but not limited to, the following topics: (1) Credit: what it is, how to get it, how to keep it, how to get a credit report?, etc.; (2) consumer information; (3) budgeting; (4) entertainment costs; (5) consumer fraud and scams; (6) income taxes, including information on the Earned Income Tax Credit (EITC); (7) financing items, loans and computing interest; (8) educational/vocational loans and grants; (9) life/health insurance and retirement funds and information about purchasing U.S. savings bonds; (10) property rental; (11) purchasing property; (12) purchasing an automobile.

2.3.5.2 CONTRACTOR shall develop and maintain an in-house banking system designed to provide THPP Participant with "hands-on" experience in managing checking/savings accounts, budgeting time and money, and how to make timely payments of financial obligations. The system shall include simulated checks

and a ledger to train THPP Participant how to budget for living expenses such as rent, utility bills, household maintenance expenses, etc.

- 2.3.5.3 CONTRACTOR shall provide each Participant a copy of the monthly utility bills associated with their Unit, and use the copies as a training tool to enhance the Participant's understanding of what will be expected of them upon transition from foster care, and to understand the importance and benefits of energy conservation. Under no circumstances are Participants expected to pay for utilities, except for telephone costs above the basic telephone service costs, associated with their Unit.

2.3.6 Checking and Savings Accounts

- 2.3.6.1 Contractor shall include the nature and types of checking and savings accounts and their benefits, assessing fees for services, and assisting the Participant in actually establishing and managing a savings account(s) at a FDIC insured institution of the Participant's choice. If a Participant requests, CONTRACTOR shall also assist the Participant in establishing a checking account at a FDIC insured institution of the Participant's choice.

- 2.3.6.2 CONTRACTOR shall assist Participant in establishing a savings account, at a FDIC insured institution of the Participant's choice, for the sole purpose of saving for transition from foster care. Withdrawals made from this account shall have written approval of the Participant's CSW.

2.3.7 Maintenance of Personal Items

Training shall include how to launder and replace towels, sheets, blankets and bedspreads; how to replace, launder, mend, and dry-clean clothing; and how to effectively manage and replace personal care items such as toothbrush, soap, shampoo, and other items needed for grooming and/or personal hygiene.

2.3.8 Nutrition and Food Management, Storage, and Preparation

Training shall include at minimum, proper nutrition, a balanced diet, shopping for food, handling and preparing food for a nutritious and appetizing meal, and health and safety regulations for food storage and preparation, comparison shopping and using coupons.

If at any time a Participant and/or his/her child(ren) requires a special diet, the CONTRACTOR shall provide training on preparing meals that meet the Participant's or children special dietary needs.

2.3.9 Unit Upkeep and Maintenance

- 2.3.9.1 Training shall include information as well as “hands-on” experience on how to properly maintain the Participant's Unit in a safe, and clean condition addressing such tasks as sweeping, mopping, dusting, window cleaning, furniture maintenance, proper maintenance of bathroom and kitchen, and how to safely and effectively use various household cleaners and chemicals.
- 2.3.9.2 CONTRACTOR shall provide disaster/emergency preparedness training to prepare Participant in case of earthquakes, fire, floods, or other disaster.
- 2.3.9.3 Participant shall be required to perform all routine chores of maintaining their Unit and will be monitored for compliance by CONTRACTOR.

2.3.10 Legal Rights and Community Resources

Participant shall be informed on their legal rights and responsibilities and the community resources that are available. Topics to be explored will include how to search for an apartment, the landlord/tenant relationship, privacy rights, college and dormitory living, fair housing laws, completing a rental application, legal contracts, health and life insurance and their costs and benefits, and community resources, including social services agencies and the services they provide, legal aid resources, and other available community resources.

2.3.11 Employment

- 2.3.11.1 CONTRACTOR shall provide THPP Participant with the skills and experiences to enable them to obtain and maintain employment. CONTRACTOR shall encourage Participant to obtain part-time employment, with the approval of the CSW. CONTRACTOR shall provide training, information and experiences related to all aspects of employment and assist each Participant to register at the Workforce Investment Act Centers or One Stop Centers.
- 2.3.11.2 Training shall include but not be limited to the following: job search methods; interview techniques; dressing for an interview; job retention strategies; information on various jobs, their descriptions and requirements; career assessments and information on services available at the local One-Stop Career Center (One-Stop). Hands-on training shall include but not be limited to the following:

completing a master application; writing/updating a resume; writing a cover letter, participating in mock interviews, and researching a career/vocation that interests Participant and visiting the local One-Stop. With the approval of the CSW, CONTRACTOR shall support Participant in finding part-time employment or apprentice programs. CONTRACTOR shall also contact the DCFS Employment Coordinator at (213) 351-0100 when seeking employment for THPP Participant.

2.3.12 Transportation Training

Training shall include exploring private and public transportation systems and alternatives. Training topics shall include, but are not limited to: (1) obtaining bus tokens, passes, routing discounts; (2) obtaining a driver's license; (3) purchasing and maintaining new and used cars; (4) obtaining registration/tags and licenses for a car; (5) purchasing car insurance; (6) selling a car, and (7) using light rail, subway, and bus systems throughout Los Angeles County.

2.3.13 Medical and Dental Care Training

Training shall include how to receive adequate medical care while participating in the THPP program and after transition. The training shall include but not be limited to the following topics:

2.3.13.1 Medi-Cal Card

How the Participant use his/her Medi-Cal card including how to obtain medical insurance after transition.

2.3.13.2 Routine Medical Care

How to access medical care to meet his/her needs, including identifying a California Children's Health and Disability Prevention (CHDP) program provider/doctor or a doctor who provides CHDP equivalent exams and follow through.

2.3.13.3 Emergency Medical Care

Emergency medical treatment instructions are to be provided to each THPP Participant.

Additionally, Participants with a child(ren) residing in the Unit shall receive training in First Aid and an age appropriate CPR from persons qualified to provide such training. Proof of successful training and current certification shall be maintained in the TPRF.

If the emergency occurs before or after regular business hours, DCFS-placed foster Participant shall be informed to call the Child Protection Hotline (1-800-540-4000).

2.3.13.4 Dental Care/Oral Hygiene Training

Training shall include proper dental care and oral hygiene, how to find a dentist, and how to contact a dentist for routine or emergency dental care.

2.3.13.5 Minor Health Problems Training

Training shall review how to address minor health problems. Training shall include, but not limited to the following: (1) minor physical aches, pains, and illnesses, (2) colds, (3) fevers, and (4) pre-existing conditions not requiring a physician. This training shall not take the place of medical care and the Participant shall be instructed to seek medical care when in doubt as to the health problem or illness.

2.3.14 Socialization Skills and Self-Esteem

Training shall include but not be limited to socially acceptable behavior and strategies, and social etiquette for interfacing with the landlord, school counselors, teachers, retailers, and the general public.

Training shall also include exploring methods to develop self-esteem and cultural awareness, including the development of Participant's skills, talents and knowledge of his/her ancestry.

2.3.15 Goal Setting Training

Training shall be provided on goal setting and developing objectives to achieve goals that are appropriate to the developmental level of the Participant. Participant shall be encouraged to set goals in such areas as education, career/vocational, and in their personal and social life.

2.3.16 Housing

Training shall include, but not limited to the following: (1) how to complete a rental application; (2) the importance of good credit; (3) how and when to contact the Los Angeles Housing Authority; (4) Section 8 housing; (5) areas with rent control; (6) how to be a good tenant; (7) your rights as a tenant; (8) local and Federal programs and subsidies to purchase housing; and (9) homeless assistance and programs.

Prior to transition from foster care, CONTRACTOR shall work with the CSW to ensure that Participant has secured stable housing.

2.4 REPORTS AND RECORD KEEPING

CONTRACTOR shall monitor Participant's progress while in THPP. Nothing in this SOW shall be construed to relieve the CONTRACTOR of maintaining supervision over each Participant and monitoring their activities to guide them toward responsible adulthood. Some of the specific types of monitoring shall include, but not be limited to, the following:

2.4.1 Monitoring of Monthly Allowance

CONTRACTOR shall require THPP Participant to provide receipts for purchases made with their allowance(s) for food, clothing, and personal need items, and receipts shall be attached to the Monthly Allowance Log filed in the TPRF.

In addition, each Participant shall remit the amount of their telephone bill, in excess of the basic service amount, monthly from their allowance to CONTRACTOR for payment.

2.4.2 Monitoring of Participant Clothing Inventory

2.4.2.1 CONTRACTOR shall monitor at least quarterly, using the Clothing Inventory chart, to ensure the Participant has adequate, seasonally appropriate clothing. CONTRACTOR shall also make recommendations on replacement of items. Clothing Inventory charts shall be filed in the TPRF within one business day following each quarterly review.

2.4.2.2 CONTRACTOR shall ensure that clothing fits properly (not too small or more than two sizes larger than actual measurements indicate). Consideration shall be given for each Participant's special needs (i.e. pregnancy, weight gain or loss).

2.4.2.3 If clothing is insufficient, in accordance with Clothing Inventory Chart, the CSW and CPM is to be notified in writing along with a request for supplemental funds. Within five (5) business days of submitting a request for supplemental funds, CONTRACTOR shall submit a plan to the CPM identifying actions that will be taken to ensure that Participant uses his/her Monthly Allowance to maintain sufficient and appropriate clothing.

2.4.2.4 CONTRACTOR shall ensure that each THPP Participant has at least three outfits suitable for employment before transitioning from the THPP program. CONTRACTOR shall assist Participant if necessary, in budgeting and purchasing the three required outfits using their THPP monthly clothing allowance.

- 2.4.2.5 When a Participant has his/her child(ren) placed with them, CONTRACTOR shall also be responsible for monitoring Participant's child(ren)'s clothing.

2.4.3 Monitoring of Personal Items

- 2.4.3.1 CONTRACTOR shall monitor at least quarterly, using the Personal Item Inventory for each THPP Participant, to ensure that THPP Participant uses his/her allowance to purchase/replace personal care/hygiene, laundry, cleaning, first aid, and linen items such as towels, sheets, blankets, and bedspreads, when they are worn, torn or frayed beyond repair.
- 2.4.3.2 CONTRACTOR shall file each Personal Item Inventory form, Exhibit A-11, in the TPRF within one business day following each quarterly review.
- 2.4.3.3 When Participant is placed with his/her child(ren), CONTRACTOR is responsible for monitoring personal care/hygiene and first aid items required for the care of the child.

2.4.4 Monitoring of Food Management

CONTRACTOR shall provide a written plan to the CPM within 30 calendar days of a THPP placement, describing how the availability of food will be monitored for each Participant, how each Participant's (and child if applicable) dietary needs, including any special needs are met. The Contractor's plan shall include remedies to supply food if the Participant runs out of food during the month, the plan shall be monetary.

2.4.5 Monitoring of Furniture Condition

CONTRACTOR shall use the Furniture Inventory form to monitor the condition of the furniture in each Unit on a quarterly basis as well as when any THPP Participant enters and leaves the program and/or Unit. The Furniture Inventory form, Exhibit A-6, shall list each item of furniture in the Unit, the condition of each item based upon a physical and visual inspection, and a determination as to whether each item requires replacement or repair. Copies of the Furniture Inventory form shall be signed and dated by the CONTRACTOR and Participant, and shall be filed in the TPRF within one business day following each quarterly review or and entry/exit of a THPP Participant.

2.4.6 Monitoring of Participant's Telephone Costs

CONTRACTOR is responsible for supplying and maintaining a telephone(s) and basic telephone service. THPP Participant shall only be responsible of telephone calls made/received beyond the basic service charge.

Upon THPP placement, CONTRACTOR shall submit a written plan to the CPM describing how it will monitor Participant's telephone usage and payment of Participant's telephone bills. If a Participant's portion of the telephone bill is more than the Participant's telephone allowance, a payment plan shall be made for the Participant to reimburse the CONTRACTOR. Furthermore, if the Participant is not of age to open a checking account, CONTRACTOR shall develop a plan on how the Participant will remit the amount of their telephone bill to CONTRACTOR for payment. THPP Participant shall receive a copy of the monthly telephone bill identifying the telephone charges s/he is responsible for prior to remitting payment. CONTRACTOR shall also file a copy in the Participant's TPRF.

2.4.7 Monitoring of Chores Related to Unit Upkeep

2.4.7.1 CONTRACTOR shall maintain and post in the THPP Participant's Unit the Monthly Routine Chores Log (Exhibit A-14) describing chores required for each Participant. It shall be completed at the initial placement and then, monthly thereafter.

2.4.7.2 CONTRACTOR will monitor completion of chores based on the log. In the event that a Participant has one or more roommate(s), CONTRACTOR shall develop a plan for monthly rotation of chores between/among roommates.

2.4.7.3 A copy of the Routine Chores Log, Exhibit A-14, shall be placed in the TPRF within one business day following Placement or changed/amended as required.

2.4.8 Monitoring of Medical Treatments, Medications and Therapy.

2.4.8.1 The CONTRACTOR ensures Juvenile Court authorization is obtained from the CSW utilizing the Authorization of the Administration of Psychotropic/Anti-Seizure Medication Form, Form 76A964 (Exhibit A-15) each time medication is changed and every six months the Participant continues on the medication(s). CONTRACTOR shall not permit the use of psychotropic medication/drugs by Participant.

2.4.8.2 CONTRACTOR/Participant shall monitor and document the supervision and administering of all medications

according to the CCLD Title 22, Section 84175.1 regulations.

- 2.4.8.3 The CONTRACTOR shall maintain a Medical Record Folder for each THPP Participant. The folder shall include but is not limited to, Medication Disposition Log(s) (Exhibit A-16), copies of all medical information regarding the subject THPP Participant, record(s) of medication(s) the THPP Participant has received, and Participant's Medication Log(s) (Exhibit A-17) for all medications prescribed. Medication Disposition Log(s) shall be filed in the THPP Participants Medical Record Folder within one business day following completion of the prescription of medication from a medical doctor/dentist.

- 2.4.8.4 Individual and Group Therapy.

- 2.4.8.4.1 The participant is encouraged to participate in individual counseling. The doctor/therapist shall be in the vicinity of the participant's THPP unit.

- 2.4.8.4.2 Group counseling is mandatory in the THPP to provide a smooth transition from the foster care system. Components the youth may encounter after transitioning include but are not limited to self-sufficiency skills, goal setting, job expectations, maintaining employment, prevention of homelessness and discouraging substance abuse.

- 2.4.9 Monitoring of Participant's Educational Progress

- 2.4.9.1 CONTRACTOR shall contact each THPP Participant's school counselor on a monthly or weekly basis to discuss the Participant's current high school credits and achievement level. CONTRACTOR shall request assistance from Participant's school teachers in providing appropriate homework and education enrichment activities to assist the Participant in completion of high school requirements and post secondary education planning. CONTRACTOR shall contact each Participant's school, and place these records in the TPRF. Each THPP Participant's school credit record and CONTRACTOR's assessment of the credits shall be available for review by the COUNTY upon request.

- 2.4.9.2 To facilitate effective monitoring of Participant's attention to school homework, the CONTRACTOR shall maintain a Daily Educational Log (Exhibit A-18) for each THPP

Participant to indicate how much time each THPP Participant spends toward meeting educational goals and which gives a brief description of specific educational activities in which the Participant is engaged. Educational activities encompass a variety of areas related to the individual needs of the Participant but should build on the Participant's strengths. Some activities may relate to completion of homework, leadership training, volunteering in the community, participating in school based organizations/unions/clubs, improvement in school achievement, improvement in school attendance/behavior, etc. CONTRACTOR shall also ensure that each THPP Participant is properly represented by CONTRACTOR's Social Work and/or Direct Care staff responsible for the Participant in school-parent meetings, open houses, etc. in accordance with the educational case plan developed by CSW. The Daily Educational Log shall be placed in the TPRF by the first business day of the following week the Daily Educational Log was completed.

- 2.4.9.3 CONTRACTOR shall also ensure that the needs of the THPP Participant are met as defined in the THPP Participant case plan.
- 2.4.9.4 CONTRACTOR shall monitor to ensure that each THPP Participant spends at least two hours each day including weekends, if necessary, to complete homework assigned by the Participant's school.
- 2.4.9.5 CONTRACTOR shall provide resources for tutoring and/or a mentor for each THPP Participant and ensure to the extent feasible that the Participant maintains at least a "C" grade point average while attending school.

2.4.10 Disciplinary Measure

The CONTRACTOR shall not subject THPP Participants to physical or unusual punishment, humiliation and mental abuse. The THPP Participant shall be responsible for telephone costs above the basic telephone service costs and destruction of property associated with their unit.

2.4.11 Discharge and Removal of a Participant

Unless a THPP Participant is at risk or a risk to others or in imminent danger, CONTRACTOR shall use due diligence to stabilize the situation that might lead to the discharge of a Participant from the THPP program.

2.4.11.1 CONTRACTOR shall verbally notify the CPM and CSW immediately if CONTRACTOR feels an emergent discharge of a THPP Participant is necessary.

2.4.11.2 CONTRACTOR shall document in the TPRF any verbal conversations with the Participant's CSW, including the date, time, CSW name(s), and a detailed summary of the problem. If the situation can be resolved without an emergent discharge, the CONTRACTOR shall schedule a re-stabilization meeting. The CONTRACTOR shall notify the CPM, CSW and THPP Participant to engage in the meeting. The COUNTY and CONTRACTOR shall agree on the outcome or resolution to the problem. CONTRACTOR shall submit a written follow-up of the agreed upon outcome to the CSW, and CPM within five business days after resolution of the situation.

2.4.11.3 If the CONTRACTOR determines that the situation can not be resolved or that the THPP Participant cannot be stabilized, CONTRACTOR shall contact CPM explaining efforts made to stabilize Participant to prevent loss of placement. If CPM agrees that the situation cannot be resolved, CONTRACTOR shall provide a seven day written notice to the CSW and CPM stating the Participant must be removed from the premises before the seven calendar days have expired. The notice shall be in accordance with the Special Incident Reporting Guide for Residential Facilities (Exhibit A-19), attached hereto and incorporated by reference.

If the CPM disagrees with the CONTRACTOR to provide a seven day notice, a stabilization meeting shall be scheduled with the CPM, participant, CSW and CONTRACTOR to ascertain if the placement can be maintained under specific conditions. Youth should be included in these meetings, when possible, to provide input.

2.4.11.4 CONTRACTOR shall contact the Child Protection Hotline at (800) 540-4000 if CONTRACTOR determines that a removal must occur after normal working hours (8:00 A.M. to 5:00 P.M. Monday through Friday) or on COUNTY holidays.

CONTRACTOR shall also immediately notify the CPM and CSW when Participant needs to be removed after hours and/or on COUNTY observed holidays.

2.4.12 The CPM will provide the CONTRACTOR a list of holidays observed by COUNTY upon execution of this Contract.

2.5 REPORTING REQUIREMENTS

2.5.1 Monthly Reports

2.5.1.1 Monthly THPP Report

CONTRACTOR shall complete a Monthly THPP Report (Exhibit A-20) for each youth in its care during the month. The report shall be completed at the beginning of each month for the previous month and must be submitted to the CPM and CSW on or before the 15th calendar day of each month and shall also be filed in the THPP Participant's TPRF by the 15th calendar day of the following month. All reports are to be mailed to the CPM. For youth 18.5 and older, the CONTRACTOR shall list in the THPP Monthly Report (Exhibit A-20) the efforts made each month thereafter to assist the youth to transition from the foster care placement.

2.5.1.2 Monthly Surveys for Each Youth

CONTRACTOR shall attach to the Monthly THPP Report, the THPP Participant Monthly Surveys (Exhibit A-21) completed by each THPP Participant. THPP Participant Monthly Surveys shall be filed in the TPRF within one business day following completion.

2.5.1.3 Monthly Case Plan/Case Plan Update Status Report

- CONTRACTOR agrees that the COUNTY CSW is responsible for making final determination as to the Participant's case plan or case plan update. CONTRACTOR shall not make changes to the Participant's case plan update without prior written approval from the CSW.
- To assist the CSW, the CONTRACTOR shall keep the CSW informed of the THPP Participant's case status at least monthly in writing by completing the Case Plan Update section of the THPP Monthly Report. The written report shall be sent to the CPM and the CSW by the 15th day of the following month. CONTRACTOR shall maintain a copy of the report in the TPRF

2.5.1.4 Monthly Allowance Log

CONTRACTOR shall complete and submit to the CPM a copy of the Monthly Allowance Log along with copies of receipts, as an attachment to the THPP Monthly Report. The original completed Monthly Allowance Log signed by CONTRACTOR and Participant shall be filed in the TPRF by

the first business day of the following month and a copy given to the Participant.

2.5.1.5 Employee/Volunteer Training

CONTRACTOR shall complete and submit to the CPM by the 15th business day of each month a Declaration of Compliance form (Exhibit A-22) each month for each Social Work and Direct Care Staff member, which shall describe all training, if any, completed by the employee during the previous month and include the employee's signature agreeing to comply with all regulations, which apply to this Contract. The Declaration of Compliance must be signed and dated by the CONTRACTOR and employee.

Each originally signed Declaration of Compliance form shall be maintained in the CONTRACTOR's personnel records and filed within one business day following completion and shall be available for COUNTY review at all times.

All THPP personnel shall receive training that includes but not limited to providing knowledge of and skill in the following areas:

- A minimum of one-hour training in the area of child abuse identification and reporting, and
- Training about the characteristics of persons 16-21 years of age placed in long-term foster care

2.5.1.6 Certified Employees/Volunteers Report

CONTRACTOR shall complete the Certified Employees/Volunteers Report (Exhibit A-23) on a monthly basis and submit a copy to CPM by the 15th calendar day of the month. CONTRACTOR shall maintain a copy of each report for five years. The Report shall be filed in CONTRACTOR's personnel files within one business day following completion and available for COUNTY review at all times.

2.5.1.7 Employee Schedule

Upon placement of a THPP Participant, CPD shall also complete a monthly Employee Schedule as part of the Certified Employees/Volunteers Report indicating staff available on a 24-hour basis.

Upon placement of a THPP Participant and by the 15th calendar day of every month thereafter that CONTRACTOR has a THPP placement, CONTRACTOR shall provide the

CPM a schedule of its personnel positions. The schedule shall include all full and part-time paid and volunteer staff positions by job title, including whether each position has direct contact with THPP Participant and if the staff has been certified. For each paid position and volunteer position, the schedule shall include a brief job description, total working hours per week and month, and hours per week and month allocated for this program.

2.5.2 Quarterly Reports

2.5.2.1 Quarterly Reports on Each Participant

CONTRACTOR shall complete the Quarterly THPP Report (Exhibit A-24) on each Participant in its care at any time during the quarter. These reports must be submitted to the CPM and CSW on or before January 15th, April 15th, July 15th, and October 15th of each calendar year and shall address the previous quarter. The January 15th report shall be for the period of October 1 through December 31. The April 15th report shall be for the period of January 1 through March 31. The July 15th report shall be for the period of April 1 through June 30. The October 15th report shall be for the period of July 1 through September 30. The Reports shall be filed in the TPRF within one business day following completion.

The CPD or duly authorized representative **and** the Participant shall sign the Participant's Quarterly report. The signatures shall be deemed certification that all information and description of services provided is true, accurate, and complete for the specific THPP Participant.

Within 15 calendar days of submitting the Quarterly THPP Report, CONTRACTOR shall submit a plan to CPM for approval, detailing how the CONTRACTOR will work with the Participant to improve any areas indicated as "poor" on Quarterly THPP Report. The approved plan will be submitted to the CSW within seven calendar days.

2.5.3 Annual Reports

2.5.3.1 License

CONTRACTOR shall submit a copy of their agency's valid THPP license obtained from CCLD within 15 calendar days from receipt of annual THPP license to CPM

CONTRACTOR shall also submit a copy of a THPP license received as a result of a change in location and/or capacity within one (1) business day from its receipt.

CONTRACTOR shall be solely responsible for any application processing or annual fees required to obtain/maintain a valid THPP license.

2.5.3.2 Annual THPP Report

CONTRACTOR shall complete an Annual THPP Report (Exhibit A-25) on all Participants in its care during the calendar year. This report shall be due to the CPM and CSW on January 15th of the year following the year reported on. CONTRACTOR shall file Annual THPP Report by January 15th each year and shall be available for COUNTY review at all times.

2.5.4 Special Reports

2.5.4.1 Employee/Volunteer Decertification

CONTRACTOR must complete and submit the Decertification Report (Exhibit A-26) for any employees/volunteers who have been decertified by the fifteenth (15th) day of the following month after decertification occurs. CONTRACTOR file reports within one business day following completion in CONTRACTOR's personnel records and shall maintain Decertification Reports and make them available for COUNTY review at all times.

2.5.4.2 Special Incident Reports

CONTRACTOR shall submit Special Incident Reports to the CPM on an as-needed basis in the time frames and within the guidelines defined in the Special Incident Reporting Guide for Residential Facilities. Incidents shall also be documented in the TPRF within one business day following the occurrence. CONTRACTOR shall submit to CPM a Corrective Action Plan within seven calendar days of the incident.

The reportable incidents shall include, but are not limited to, the following:

- a. Behavior incidents,
- b. Routine injury, illness, or accident,
- c. Serious injury, illness, or accident,
- d. Death,
- e. Unauthorized absence (AWOL),
- f. Abuse,

- g. Significant changes in facility status or organization, e.g., change in Board of Directors, deaths of CONTRACTOR personnel, legal actions against CONTRACTOR, etc., and
- h. Significant incidents that involve the community or physical plant/Unit and may have serious impact on the residents.

2.5.4.3 Termination Report

Upon a Participant's replacement/termination/transition, CONTRACTOR shall prepare and submit a Termination Report to the COUNTY CSW and CPM for each THPP Participant terminated from the program. The termination report shall be submitted within seven calendar days from the date the THPP Participant's placement has been terminated/replaced/emancipated.

CONTRACTOR's termination report shall include, but not be limited to, a closing summary regarding information documented in the TPRF, the THPP Participant's progress while participating in the THPP program, and the reason for the Participant's termination and any other information required by COUNTY.

2.5.4.4 Special Progress Report to Date

Upon special request by the CPM, the CONTRACTOR shall provide within two (2) business days of the CPM request, a verbal up-to-date report regarding any changes in a THPP Participant's progress that has been documented by CONTRACTOR and has been filed in the TPRF since the last monthly report. The verbal report shall be followed up by a written report and submitted to the CPM and CSW within five (5) business days of the CPM'S request for a verbal report.

2.6 PROGRAM RECORDS

2.6.1 THPP Participant Record Folder (TPRF)

CONTRACTOR shall maintain an accurate, complete, and up-to-date TPRF on each THPP Participant as required by California Code of Regulations, Title 22 and COUNTY's requirements as described herein. These records shall be available for review by the COUNTY at all times.

The TPRF shall include, but not be limited to, the following:

- Form 4389, Declaration in Support of Access to Juvenile Court Records,
- Case documents described in Section 8.0 sub-section 8.1 of this SOW,
- All monthly and special reports described in this Statement of Work,
- THPP Youth Bill of Rights and Personal Rights as described in paragraph 7.3.1.3 signed by CONTRACTOR and THPP Participant.
- Referrals and treatment documents, including diagnostic and case history information, psychological and psychiatric work-up,
- School records,
- Participant's financial records such as allowances, earnings, and checking/savings accounts,
- Diagnostic evaluations and studies,
- Child interview reports, progress notes (treatment, school, medical, etc.),
- Notes on services provided by the various professional and paraprofessional staff (treatment, recreation and the transition case plan for THPP Participant),
- Written documentation on verbal (telephone, in-person, etc.) conversations bearing on the Participant's progress and/or special circumstances such as non-routine contact with Participant's school, contact with law enforcement, or Participant's employer. Documentation shall include the date, time, contact person and a summary of the verbal conversation they have had regarding the THPP Participant's progress and/or special circumstances,
- THPP Participant Occupancy Form,
- CPR certification, if appropriate, and
- Any other records that may be required by COUNTY.

All records shall be in sufficient detail to permit the COUNTY to conduct an evaluation of the services provided.

The THPP Participant's Occupancy form shall be available at all times for review by COUNTY and CPM upon request and a copy must be retained by CONTRACTOR for a minimum of five years from the date of the THPP Participant's placement.

The TPRF shall be confidential, kept in a locked file, and made available only to selected CONTRACTOR staff that may require it for case planning.

CONTRACTOR shall follow the procedures in Confidentiality Issues (Exhibit A-28) when discussing information in a TPRF. The information released to non-treatment staff shall be limited and focused on the Participant's case planning and facilitation of their progress.

2.6.2 Attendance Record Folder

CONTRACTOR shall maintain and update monthly the Attendance Record Folder for all THPP Participant. The folder shall include, but not be limited to the following information and requirements:

2.6.2.1 Statistics on the total number of resident days of service provided for the month shall be available for review. The date of placement for a THPP Participant is counted as the first day of service. The last date of service provided to a THPP Participant shall be defined, as the last full 24-hour day the THPP Participant was in residence, not the day the child left the program.

2.6.2.2 Placement and termination notices shall be available for review. A master list of all placements shall be maintained by the CONTRACTOR, and shall include each THPP Participant's name, telephone number, address of Unit, site supervisor, telephone number of site supervisor, date of placement and date placement was terminated (if applicable).

The Attendance Record Folder shall be made available to the CPM and/or the CSW immediately upon request.

2.6.3 Renters Insurance and Rental/Lease Agreements

CONTRACTOR shall maintain copies of renter's insurance and rental/lease agreement for each THPP Unit. The insurance and rental/lease agreement shall be kept in a locked file cabinet and shall be made available for review by COUNTY from the first day the THPP Participant is placed and retained by the CONTRACTOR for a minimum of five (5) years as specified Part II: Standard Terms and Conditions, Section 46.0, Record Retention and Inspection/Audit Settlement, subsection 46.5, from the initial date of the THPP Participant's placement.

2.6.4 THPP license

CONTRACTOR shall maintain and post their current THPP license in a prominent, publicly assessable location in the administrative office and sub-administrative office(s) of the licensee, as well as ensure that a copy is retained in the THPP Staff Residential Unit(s) if applicable.

2.6.5 Fire Clearance

CONTRACTOR shall secure and maintain for each THPP Unit any fire clearance required by and approved by the fire authority having jurisdiction. CONTRACTOR shall provide copies of clearances to CPM five days prior to placement of any THPP Participant.

CONTRACTOR shall secure and maintain a fire clearance for any THPP Unit prior to placement of a non-ambulatory individual. A non-ambulatory individual may include THPP Participant(s) and/or child(ren) of a THPP Participant(s). CONTRACTOR shall provide proof of fire clearance to CPM along with CONTRACTOR's Placement Information and Authorization Form as described in the Statement of Work.

2.7 PERFORMANCE EVALUATION

2.7.1 THPP Entry Assessment

Upon placement of a participant, CONTRACTOR shall ensure, each THPP Participant completes an Entry Assessment (Exhibit A-29). CONTRACTOR shall immediately file completed Entry Assessment in the TPRF and send a copy to CPM within one business day following placement.

2.7.2 THPP Progress Assessment -

Contractor shall ensure each THPP participant shall complete the Ansell-Casey Life Skills Assessment (Exhibit A-34) 15 days of admission and every 12 months thereafter to measure the youth's progress in the THPP program. CONTRACTOR shall incorporate the assessment results into the participant's goals and training.

2.7.3 THPP Bi-Annual Assessment

CONTRACTOR shall ensure each THPP Participant shall complete a Bi-Annual Assessment (Exhibit A-30) on or about January 1st and July 1st each year that the THPP Participant is enrolled in THPP. CONTRACTOR shall file each Bi-Annual Assessment immediately in the TPRF and send a copy to the CPM by the 15th of January and July of the contract period.

2.7.4 THPP Exit Assessment

Contractor shall ensure each THPP Participant, when exiting the THPP program shall complete an Exit Assessment (Exhibit A-31).

CONTRACTOR shall forward to the CPM, within one business day of THPP Participant exiting the program, the original Entry Assessment, all original Bi-Annual Assessments, and the original Exit Assessment. Copies shall be filed immediately in the TPRF.

2.7.5 Follow-up and Tracking

CONTRACTOR shall have a plan to track and maintain contact with THPP Participants for two years following the Participant's exit of the THPP program. The CONTRACTOR shall utilize Exhibit A-36 to track quarterly contact with the former THPP Participant. CONTRACTOR shall offer assistance whenever possible to former THPP Participants.

2.7.6 Success Stories

On an annual basis, CONTRACTOR shall report to the CPM, in writing and if possible, include additional documentation such as copies of certificates, awards, or newspaper articles, on current/former THPP Participant that have achieved personal or professional goals/achievements that the CONTRACTOR may be directly or indirectly responsible for. Such goals/achievements include, but are not limited to Participant's acknowledgement for achievements by schools, community recognition/awards or employment recognition, receiving educational/vocational scholarships, promotions, obtaining a post-secondary or vocational degree/certificate, completing an apprentice program, etc.

2.7.7 Youth Surveys

CONTRACTOR shall administer youth surveys regarding program performance in collaboration with CPM and youth

2.8 QUALITY ASSURANCE PLAN AND FAILURE TO PERFORM

2.8.1 Corrective Action Plan

In the event the COUNTY deems that CONTRACTOR is not meeting its responsibilities contained in this Contract or that CONTRACTOR's work are unacceptable, the CPM shall notify the CONTRACTOR in writing of the improvements needed. The CPM may develop a Corrective Action Plan. The CPM shall specify the problems that have been identified and the improvements needed, together with a time frame for the CONTRACTOR to take corrective action(s). The COUNTY reserves the right to terminate this Contract with the CONTRACTOR for cause if the CONTRACTOR cannot or will not make the improvements required and/or included in the Corrective Action Plan by the CPM. CONTRACTOR shall respond to the CPM'S in the time period specified, regarding the specific corrective actions the CONTRACTOR has taken.

2.8.2 Quality Assurance Monitoring

Within five (5) calendar days following the execution of this Contract, CONTRACTOR shall provide CPM with a Quality Control Plan, which will address how CONTRACTOR will meet all its requirements under this Contract.

#	Required Services	Performance Indicator	Acceptable Quality Level	Compliance Monitoring Method
1	CONTRACTOR shall monitor the progress of each Participant in accordance with Part C, section 2.4 of the SOW	CONTRACTOR shall ensure 100% of the youth receive ongoing monitoring and supervision	CONTRACTOR shall submit monthly reports and shall maintain records of all services in case file for the duration of the contract. Additional methods may include: program monitoring/audits in accordance with Part II, Standard Terms and Conditions, section 2.0 of the contract.	The County may terminate this contract in accordance with Part II, Standard Terms and Conditions, section 50.0 Termination for contractor's default if the whole or any part of this Contract, if, in the judgment of the CPM, contractor has materially breached or if contractor receives a written notice including User Complaint Report /UCR noting non compliance with the SOW. In this instance, CONTRACTOR shall submit to the CPM a response within forty-eight (48) hours to a written corrective action plan to the COUNTY for review and approval.
2	CONTRACTOR shall maintain accurate, complete and current Participant folders for each Participant in accordance with Part C, section 2.6 of the SOW	CONTRACTOR shall ensure 100% of the youth have Participant folders		
3	CONTRACTOR shall provide educational , employment, and other support to assist with completion of the TILP goals in accordance with section 9.13 of the SOW.	CONTRACTOR shall ensure 100% of the youth have current TILPs		
4	CONTRACTOR shall provide a monthly allowance in accordance with Part C, section 2.2.10 of the SOW.	CONTRACTOR shall ensure 100% of the youth receive monthly allowances.		

#	Required Services	Performance Indicator	Acceptable Quality Level	Compliance Monitoring Method
5	CONTRACTOR shall provide at least 240 minutes of life skills workshops monthly in accordance with Part C, section 2.3 of the SOW	CONTRACTOR shall ensure 100% of the youth receive life skills training.	CONTRACTOR shall submit monthly reports and shall maintain records of all services in case file for the duration of the contract. Additional methods may include: program monitoring/audits in accordance with Part II, Standard Terms and Conditions, section 2.0 of the Contract.	The County may terminate this contract in accordance with Part II, Standard Terms and Conditions, section 50.0 Termination for contractor's default if the whole or any part of this Contract, if, in the judgment of the CPM, contractor has materially breached or if contractor receives a written notice including User Complaint Report /UCR noting non compliance with the SOW. In this instance, CONTRACTOR shall submit to the CPM a response within forty-eight (48) hours to a written corrective action plan to the COUNTY for review and approval.
6	CONTRACTOR shall submit reports to the County Program Manager for each participant in accordance with Part C, sections 2.5 and 2.7 of the SOW.	CONTRACTOR shall ensure that reports are submitted for 100% of the youth.		
7	CONTRACTOR shall deposit at least \$100 from the monthly allowance into an interest bearing savings account for each participant in accordance with Part C, section 2.2.10 of the SOW.	CONTRACTOR shall ensure funds are deposited for 100% of the youth		
8	CONTRACTOR shall ensure that all housing sites are in compliance and maintained in accordance with Part C, sections 1.1.3, 1.2, 1.3, 2.2. 2.6.3, 2.6.4, & 2.6.5 of the SOW.	CONTRACTOR shall maintain 100% of the housing sites.		

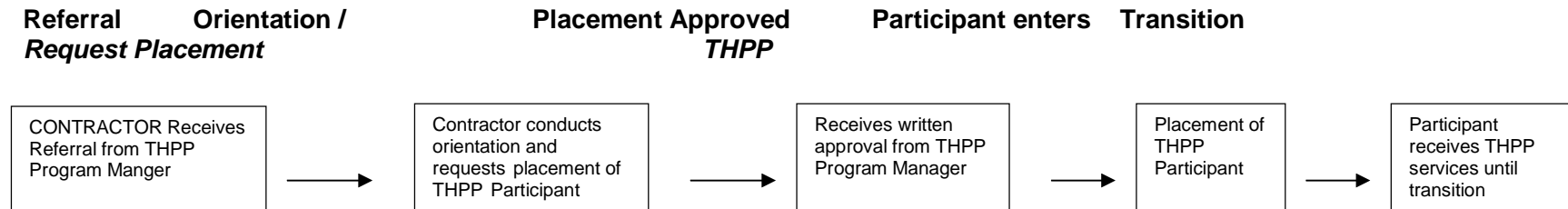
SPA/MAP



Los Angeles County
Department of Children and Family Services



THPP CONTINUUM

Referral

Contractor obtains a telephone call from CPM alerting CONTRACTOR of a possible THPP Participant.

Referral form, Exhibit A-3 - Declaration in Support of Access to Juvenile Court Records is completed by the Contractor. The form enables the Contractor to determine if they are able to meet the youth's plan goals. The form is filed in the TPRF, the original copy is sent to the CSW, and the CPM.

Orientation and Request for Placement

CONTRACTOR conducts orientation with potential Participant and Participant's COUNTY Social Worker. If placement is acceptable to Participant, CONTRACTOR requests written approval from CPM to place Participant.

These Forms are completed and used at Orientation by the Contractor: The Placement Information and Authorization Form (Exhibit A-4) is submitted to the CPM for approval 5 days before the youth is scheduled for placement in the program. THPP Unit Verification Form (Exhibit A-5), Mandatory Orientation Checklist (Exhibit A-8), Foster Youth Bill of Rights (Exhibit A-9), Personal Rights (Exhibit A-10), and Legal Rights for Teens in Out of Home Care, Placement Agreement (Exhibit A-32) in accordance with Title 22, Section 80068 and Section 86072 are provided to the participant at the time of placement, copies are provided to the CSW. These documents are filed in the TPRF.

Placement Approved

CONTRACTOR receives Placement Information and Authorization Form signed by THPP CPM approving placement. CONTRACTOR informs Participant that placement has been approved and arranges for THPP Participant to move into THPP approved unit.

These Forms are completed by the CONTRACTOR with the assistance of the Participant and the CSW if required.: THPP Unit Verification Form (Exhibit A-5), Furniture Inventory Form (Exhibit A-6), THPP Participant Occupancy Form (Exhibit A-7), Personal Item Inventory (Exhibit A-11), Clothing Inventory (Exhibit A-12), Routine Chores Log (Exhibit A-14), Medication Disposition Log (if applicable)(Exhibit A-16), Participants Medication Log (if applicable) (Exhibit A-17), Entry Assessment (Exhibit A-29), and Monthly Allowance Log (Exhibit A-13). The participant signs the forms, and filed in the TPRF.

Participant Enters THPP Program

CONTRACTOR performs all duties, responsibilities and activities defined in Contract.

The following forms are completed by the CONTRACTOR during Placement:

Daily - Daily Educational Log, Participant Medication Log (if applicable),

Monthly – THPP Participant Occupancy Form, Monthly Allowance Log, Routine Chores Log, Monthly THPP Report, THPP Participant Monthly Survey, Declaration of Compliance, Certified Employees/Volunteers Report and Employee Schedule, Declaration of Compliance

Quarterly - Furniture Inventory Form, Clothing Inventory, Personal Item Inventory, Quarterly THPP Report

Semi- Annual – Bi-Annual Assessment

Annual – Annual THPP Report

Within 30 Days of Placement – Food Management Plan, Telephone Monitoring Plan

Every 6 months – Authorization of the Administration of Psychotropic/Anti-Seizure Medication Form (if applicable)

As Required – Authorization of the Administration of Psychotropic/Anti-Seizure Medication Form, Medication Disposition Log, Employee Decertification Report, Special Incident Reports, Termination Report.

Transition

THPP Participant successfully transition from THPP with affordable housing and employment

The following forms are completed by the CONTRACTOR at Transition:

Termination Report,

Exit Assessment (Exhibit A-31)

Furniture Inventory Form (Exhibit A-6)

*** Important Note:** This document is for informational purposes only, and is in no way all-inclusive and does not take the place of the THPP Contract and Statement of Work requirements.

Exhibit A- Attachment IV

Report /Form	When completed/Used	Date due
Transitional Independent Living Plan (A-1)	At Placement and updated every 6 months	Upon Placement and updated every 6 months
Agency Placement Agreement (A-2)	At Placement	Filed in the TPRF within 1 business day following Placement
Declaration In Support to Access Juvenile Court Records (A-3)	Prior to Placement	Faxed to COUNTY Program Manager within 1 business day file copy in the TPRF
THPP Placement Information and Authorization Form (A-4)	Prior to Placement	Within 5 days following Orientation and must have Program Manager's Authorization 5 days prior to placement.
THPP Unit Verification Form (A-5)	Upon Placement	Filed in the TPRF within 1 business day following placement
THPP Furniture Inventory Form (A-6)	Upon Placement	Filed in the TPRF within 1 business day following placement
THPP Participant Occupancy Form (A-7)	Upon Placement	Filed in the TPRF within 1 business day following placement
THPP Mandatory Orientation Checklist (A-8)	Upon Placement	Filed in the TPRF within 1 business day following placement
Foster Youth Bill of Rights (A-9)	Orientation	Give to Participant at Orientation
THPP Personal Rights (A-10)	Orientation	Give to Participant at Orientation
CONTRACTOR's Grievance/Complaint Procedures	Orientation	Give to Participant at Orientation
CONTRACTOR's Placement Agreement in accordance with Title 22, Section 80068	Orientation	Signed by Participant and Contractor.
THPP Personal Item Inventory (A-11)	Placement/Quarterly	Filed in the TPRF within 1 business day following placement or quarterly review.
Clothing Inventory (A-12)	Placement/Quarterly	Filed in the TPRF within 1 business day following placement or quarterly review.
THPP Monthly Allowance Log (A-13)	Placement/Bi-Monthly	To CPM by 15 th of the month and filed in TPRF within 1 business day following placement or bi-monthly allowance allocation.
THPP Routine Chores Log (A-14)	Placement/Monthly	Filed in the TPRF within 1 business day following placement or monthly review as appropriate.
Administration of Psychotropic/anti-Seizure Medication Form (A-15)	Placement/Bi-Annually	Filed in the TPRF within 1 business day following placement or Bi-annual review.
THPP Medication Disposition Log (A-16)	Placement/Prescription	Filed in the TPRF within 1 business day following placement or prescribed by a

Report /Form	When completed/Used	Date due
		medical doctor/dentist.
THPP Participants Medication Log (A-17)	As Required	Used whenever Participant is prescribed medication by a medical doctor/dentist or taking over-the-counter medications prescribed or not.
THPP Daily Educational Log (A-18)	Daily	Filed in the TPRF within 1 business day of the following week.
Special Incident Reporting Guide for Residential Facilities (A-19)	As required	Report incident and file as required and within 1 business day record and file a copy in the TPRF or Agency records, as appropriate.
THPP Monthly Report (A-20)	Monthly	To CPM, CSW and file in the TPRF by 15 th of the month.
THPP Participant's Monthly Survey (A-21)	Monthly	To CPM and file in the TPRF by 15 th of the month. (Note: Complete only those pages of survey applicable to youth's focus that month)
THPP Declaration of Compliance (A-22)	Monthly	To CPM by 15 th of each month and filed within 1 day in CONTRACTOR's personnel files.
THPP Certified Employee/Volunteers Report (A-23)	Monthly	To CPM by 15 th of each month and filed within 1 day in CONTRACTOR's personnel files.
THPP Quarterly Report (A-24)	Quarterly	To CPM and CSW by 1/15, 4/15, 7/15, 10/15 and filed in the TPRF within 1 day.
THPP Annual Report (A-25)	Annually	To CPM, CSW and filed in CONTRACTOR's records by 1/15.
THPP Decertification Report (A-26)	As Required	To CPM and filed in CONTRACTOR's personnel records by 15 th day of the following month.
Special Incident Report (A-27)	As Required	According to guidelines defined the Special Incident Reporting Guide for Residential Facilities.
Confidentiality Issues - Release of DCFS Case Records (A-28)	As Required	Prior to the CSW discussing specific case information regarding the THPP candidate. And prior to the CONTRACTOR receiving the case documents from the CPM/CSW.
THPP Entry Assessment (A-29)	At Placement	To CPM within 1 day and filed immediately in the TPRF.
THPP Bi-Annual Assessment (A-30)	Every 6 months following Placement	To CPM 1/15 and 7/15 and filed immediately in the TRPF.
THPP Exit Assessment (A-31)	Transition /Age-out	TO CPM within 1 day of exit and filed immediately in the TRPF.
THPP Legal Rights of Teens In Out of Home Care (A-32)	Orientation	Give to Participant at Orientation
THPP Background	Upon referral by ILP	To CPM

Report /Form	When completed/Used	Date due
Summary (A-33)	and CSW	
Ansell-Casey Life Skills Assessment (A-34)	Fifteen (15) days of admission and every 12 months thereafter	To CPM
THPP Contract Regarding Participant's and Provider's Rights and Responsibilities (A-35)	Upon placement	To CPM
THPP Aftercare Contact Form (A-36)	Each six months from date of Participant's exit for two years	To CPM by the 15 th of each month

* This chart is for informational purposes only and is not all-inclusive and does not take the place of the THPP Contract and Statement of Work requirements.

EXHIBIT A – 1

**TRANSITIONAL INDEPENDENT LIVING PLAN
(TILP)**

Transitional Independent Living Plan & Agreement

Youth: _____ Date of Birth: _____ Age _____ Ethnicity _____

Address: _____

Instructions To Youth: The purpose of this agreement is to capture the goals you are agreeing to achieve over the next 6 months. It is a good organizing tool to help you stay focused and keep track of your progress toward accomplishing each goal. Your Social Worker/Probation Officer and caregiver will also have copies of this agreement and will help you achieve your goals.

Instructions to Caregiver: You are agreeing to assist the youth in the development of their ILP goals and to support the youth in completing the activities.

Instructions to Social Worker/Probation Officer: You are agreeing to assist the youth and the caregiver in completing this form, and develop Planned Services that will assist the youth in meeting his/her goals. Document the Planned Services and Delivered Services in CWS/CMS. Probation officers: use manual documentation procedures.

Service goals and activities to be addressed in the plan:

Goals are individualized based on your assessment and may include examples such as:

- develop a life-long connection to a supportive adult
- graduate from high school
- obtain a part-time job
- invest savings from part-time job
- develop community connections
- obtain a scholarship to attend college
- develop competency in the life skill of _____

Activities are individualized to help meet a specific goal. Example – if high school graduation is a goal, the youth directed activity might be to attend classes regularly with no tardies for the next 6 months.

For youth participating in ILP services, activities are reportable as ILP Delivered Services in CMS. The social worker shall select from one or more of the following ILP Service Types that an individualized completed activity fits in:

- | | |
|--------------------------------------|---|
| • Received ILP Needs Assessment | • ILP Room and Board Financial Assistance |
| • ILP Mentoring | • ILP Transitional Housing, THP, THP Plus |
| • ILP Education | • ILP Home Management |
| • ILP Education Post Secondary | • ILP Time Management |
| • ILP Education Financial Assistance | • ILP Parenting Skills |
| • ILP Career/Job Guidance | • ILP Interpersonal/Social Skills |
| • ILP Employment/Vocational Training | • ILP Financial Assistance Other |
| • ILP Money Management | • ILP Transportation |
| • ILP Consumer Skills | • ILP Other (Stipends/Incentives) |
| • ILP Health Care | |

- ☐ I understand that if I am employed as part of this plan, my earned income will be disregarded, as the purpose of my employment is to gain knowledge of needed work skills, habits and responsibilities to maintain employment. (WIC 11008.15)
- ☐ I understand that I can retain cash savings up to \$10,000 under this plan in an insured savings account and any withdrawal requires the written approval of my social worker/probation officer and must be used for purposes directly related to my transitional goals. (WIC 11155.5)
- ☐ I understand that I will receive assistance to obtain my personal documents and information about financial aid or postsecondary education/training. (WIC 16001.9)

Transitional Independent Living Plan & Agreement

Youth: _____ DOB: _____ Age: _____ Ethnicity: _____

Case Worker Name: _____ Case Worker phone: _____

TILP 6-month timeline: _____ to _____. Date Independent Living Needs Assessment completed: _____

☐ If I have not participated in the ILP program before, I agree to participate now.☐ Based on the assessment of my level of functioning, the following transitional goals and activities meet my current needs.

Goal	Activity	Responsible Parties	Planned Completion date	Progress Date
Goal #1:				<input type="checkbox"/> Met Goal Date _____ <input type="checkbox"/> Satisfactory Progress <input type="checkbox"/> Needs more time/assistance. <input type="checkbox"/> Goal needs modification.
Goal #2:				<input type="checkbox"/> Met Goal Date _____ <input type="checkbox"/> Satisfactory Progress <input type="checkbox"/> Needs more time/assistance. <input type="checkbox"/> Goal needs modification.
Goal #3:				<input type="checkbox"/> Met Goal Date _____ <input type="checkbox"/> Satisfactory Progress <input type="checkbox"/> Needs more time/assistance. <input type="checkbox"/> Goal needs modification.
Goal #4:				<input type="checkbox"/> Met Goal Date _____ <input type="checkbox"/> Satisfactory Progress <input type="checkbox"/> Needs more time/assistance. <input type="checkbox"/> Goal needs modification.

This Agreement will be updated on: _____ Update # 2**Signing this agreement means we will all work to complete the steps necessary to help the youth reach his/her goals.**_____
*Youth's signature*_____
*Date*_____
*Caregiver's signature*_____
*Date*_____
*Social Worker/Probation Officer signature*_____
Date

AGENCY – TRANSITIONAL HOUSING PLACEMENT PROGRAM (THPP) AGREEMENT
Child Placed by Agency in the THPP

Name of Child	Parent's Name
Birth date of Child	Date Placed

Case Number

Anticipated duration of placement is _____ months.

The agency will pay \$ _____ per _____ for room and board, initial clothing, education, incidentals, supervision and social services. First payment to be made within 45 day's after placement with subsequent payments to be made monthly.

If additional amounts are to be paid, the reason, amount and conditions shall be set forth here _____.

Special problems: ☐ Yes If yes, explain _____ ☐ No

Agency Agrees To

1. Provide the THPP with knowledge of the background and needs of the child necessary for effective care. This shall include a social work assessment, medical reports, educational assessment, psychological/psychiatric evaluations, and identification of special needs when necessary.
2. Work with the THPP toward development of Needs and Services Plan.
3. Work toward termination of child's placement with THPP staff.
4. Continue paying for this child's care as long as eligible and the THPP maintains child on an active status or until the agency requests that placement be terminated.
5. Assist the CSW in the maintenance of this child's constructive relationships with parents and other family members, and to involve parents in future planning or this child.
6. Contact this child in the THPP at least once a month. If case plan would indicate less frequent contact, the THPP will be informed.
7. Inform THPP if child has any tendencies toward dangerous behavior.
8. Provide an agency Transitional Housing Placement Program Agreement at the time of placement.
9. Provide an updated Transitional Independent Living Plan at least every six (6) months.
10. Provide a Medi-Cal card or other medical coverage at the time of placement. Provide authorization for medical treatment, signed by this child's parents or legal guardian.
11. Provide a clothing allowance as permitted to meet initial clothing needs
12. Participate in stabilization meeting(s) for placement not to be in jeopardy.
13. Provide assistance with emergencies. Telephone number for after-hours or weekends is :

THPP Agrees To

1. Provide this participant with the nurture, care, clothing, treatment and training suited to the participant's needs.
2. Each THPP participant shall receive all necessary medical, dental, vision, and mental health services.
3. The THPP agency shall provide services identified in the participant Needs and Services Plan and Transitional Independent Living Plan (TILP) as necessary to meet this participant's needs. The Agency is responsible for insuring the participant provides care and supervision for the participant child(ren).
4. Encourage the maintenance of the natural parent-child relationship.
5. To be free from corporal or unusual punishment, infliction of pain, humiliation, intimidation, ridicule, coercion, threat, mental abuse, or other actions of a punitive nature including but not limited to interference with the daily living functions of eating, sleeping, or toileting, or withholding of shelter, clothing, or aids to physical functioning.
6. To be treated with respect and keep confidential information given about the child and his/her family. The participant shall have access to telephone service in the THPP unit at all times to make and receive confidential calls and send and receive unopened correspondence.
7. To be accorded the greatest level of independence consistent with safety and the participant's ability and maturity level as outlined in the participant's Needs and Services Plan or TILP in order to prepare the participant for self-sufficiency.
8. The Needs and Services Plan and TILP shall be reviewed at least every six months to determine the participant's need for continuing services; the need for modification in services. The agency shall insure the participant and his/her authorized representative are offered the opportunity to participate in the review. Modifications of this plan shall not be implemented without prior written approval from the authorized representative.
9. Submit a modified Needs and Services Plan thirty (30) days from the date of placement in the THPP unit. This summary shall include information listed on the reverse side of this agreement form.
10. Submit ongoing written evaluations to the agency monthly, quarterly and annually. These evaluations shall include information listed on the reverse side of this agreement form.
11. Immediately notify agency of significant changes in this participant's health and behavior. Notify the participant's authorized representative and placement entity no later than the next working day when the participant has been moved under emergency circumstances without the authorized representative's participation.
12. Submit copies of any pertinent information such as school reports, medical reports and psychological/psychiatric reports as completed.
13. When the THPP agency determines the THPP can no longer meet the needs of this participant, the agency shall notify the authorized representative and provide written notification that the participant shall be removed within seven (7) days.
14. Conform to the licensing requirements.
15. Provide state and federal agencies access to maintained documentation on participant's in their care.
16. Notify the agency immediately if an application is made on behalf of this participant for any kind of income. Examples of income include, but are not limited to child support payments, Veterans Benefits, Railroad Retirement, Social Security, RSHDI, and Supplemental Security Income/State Supplemental Program (SSI/SSP).
17. Remit to Department of Public Social Services any income received on behalf of this child while in foster care up to the full cost of board and care plus medical cost in addition, I will cooperate to have the Social Security Administration, or the appropriate agency, make the Department of Public Social Services the payee for any funds received on behalf of this child.

I have read the foregoing and agree to conform to these requirements. The terms of this agreement shall remain in force until changed by mutual agreement of both parties of this child is removed from the Transitional Housing Placement Program.

Signature of Children Placement Worker

Signature of Authorized THPP Representative

Title

Name of Agency

Title

Name of THPP

Address		Address	
Phone Number	Date	Phone Number	Date

Initial diagnostic summary shall include:

- A. Medical and dental needs
- B. Psychological/psychiatric evaluations obtained
- C. Staffing review summaries
- D. Educational assessment
- E. Peer adjustment
- F. Relationship to staff
- G. Involvement in recreation program
- H. Behavioral problems
- I. Short-term treatment objectives (goals established for next 3 months)
- J. Long-range goals including anticipated length of placement
- K. Tasks planned to reach objectives and goals and staff who will be performing these tasks, including agency service activity
- L. Identification of unmet needs
- M. Involvement of child and his parents in the treatment program

Monthly evaluations shall include:

- A. Current status of child's physical and psychological health
- B. Reassessment of child's adjustment to the Transitional Housing Placement Program. Program, peers, school and staff
- C. Progress toward short-term objectives and long-range goals including tasks which have been performed to reach these objectives and goals
- D. Reassessment of unmet needs and efforts made to meet these needs
- E. Modification of treatment plan, tasks to be performed and anticipated length of placement
- F. Involvement of child and his parents in treatment program

Name, Address and Telephone Number of Petitioner

EXHIBIT A-3

Telephone: () _____

Relationship to Minor: _____

**SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES
JUVENILE COURT**

IN THE MATTER OF:

Juvenile Case Number

A MINOR

DECLARATION IN

SUPPORT OF ACCESS TO

JUVENILE RECORDS (WIC 827)

Date of Birth: _____

Section A:

TO BE CHECKED BY PROSECUTORIAL AGENCIES, LAW ENFORCEMENT AGENCIES AND CHILD PROTECTIVE AGENCIES:

- ☐ Access to juvenile records in the within matter is necessary and relevant in connection with and in the course of criminal investigation or a proceeding brought to declare a person a dependent child or ward of the juvenile court.

Section B:

ALL OTHERS MUST COMPLETE THE FOLLOWING:

- ☐ Access to juvenile records in the within matter is necessary to accomplish the legitimate goals of the juvenile justice system as follows:

- ☐ Evaluate minor or family background
☐ Evaluate treatment plan
☐ Audit juvenile justice system
☐ Other _____

Any records or reports or information relating to the contents of these records or reports will not be disseminated to any persons or agencies not authorized to receive documents under Section 827 Welfare and Institutions Code, nor will any records or reports or portions thereof or any information relating to the contents, be made attachments to any other documents used in connection with a criminal investigation or a proceeding to declare a minor a ward or dependent child of the juvenile court.

I declare under penalty of perjury that the forgoing is true and correct.

Dated _____

at: _____
(Place)

(Signature)

THPP PLACEMENT INFORMATION AND AUTHORIZATION FORM

AGENCY NAME: _____ DATE: _____

CONTACT PERSON: _____

TELEPHONE: (____) _____ EXT _____ FAX: (____) _____

AGENCY ADDRESS: _____

Zip
Street
City

Approval is requested to enroll _____ in _____

Print Participant's Name
Agency's Name

Transitional Housing Placement Program. (County Program Manager Approval is REQUIRED Prior to ANY Placement)ENROLLMENT REQUESTED: _____ PARTICIPANT'S PHONE NUMBER: (____) _____

(DATE)

PARTICIPANT'S ADDRESS:	PLACEMENT
City Zip Street Apt#	

CAREGIVER _____ TELEPHONE: (____) _____

Print Name

CAREGIVER ADDRESS: _____

Street
Apt#
City
Zip

Remote Site Model ___ Yes* ___ No * If Yes, attach CCLD approval.

TO BE COMPLETED BY COUNTY PROGRAM MANAGER

COUNTY PROGRAM MANAGER: _____ DATE: _____

___ APPROVED

___ DENIED

REASON(S):

THPP
UNIT VERIFICATION FORM

AGENCY: _____ Date: _____

UNIT ADDRESS: _____
(INCLUDE UNIT # IF APPLICABLE)

PARTICIPANT: _____ CASE # _____

NUMBER OF BEDROOMS: _____ BATHROOMS: _____

THPP PARTICIPANTS THAT CURRENTLY RESIDE IN THIS UNIT:

_____MY SIGNATURE BELOW VERIFIES THAT THE ABOVE LISTED UNIT COMPLIES WITH ALL
OF THE FOLLOWING:

- 1 No more than 3 THPP Participants shall share a Unit.
- 2 Each THPP Participant shall have defined individual food storage space if there are three or more Participants in this Unit.
- 3 No more than two THPP Participants shall share a refrigerator.
- 4 No more than 2 THPP Participants shall share a bathroom.
- 5 No more than 2 THPP Participants will share a telephone or telephone line.
- 6 THPP Participant shall not share a Unit with anyone other individual who is not enrolled in the THPP program.
- 7 No room commonly used for other purposes shall be used as a bedroom.
- 8 No bedroom shall be used as a general passageway to another room.
- 9 THPP Participants with an infant(s) shall be provided with a crib(s)/bassinet(s).
- 10 Unit has child safety features (only for Participant's placed with their child(ren)).
- 11 Bedrooms shall have drawer and closet space for Participant's belongings.
- 12 Bunk beds shall not be used to furnish a bedroom.
- 13 Working smoke detectors are present in each hallway and bedroom.
- 14 One or more parking space(s) are allocated to this Unit.
- 15 Unit is adequately furnished with furniture/appliances that are in good and safe condition.
- 16 Window treatments are provided.
- 17 Participant was given an Emergency Plan that included emergency information, instructions and telephone numbers, including 24-hour emergency number(s) for Agency staff and CSW.
- 18 This Unit has a current Certificate of Compliance that meets all the requirements of California Rules and Regulations Chapter 7, Section 86030.5.

Agency staff signature_____
Print Name & Title, Date

THPP FURNITURE INVENTORY FORM

☐ **PLACEMENT INVENTORY**

☐ **QUARTERLY INVENTORY**

Today's Date: _____ Agency Name: _____

Type of Report: ___ Entry ___ Exit ___ Quarterly

THPP Participant's Name: _____

Unit Address: _____

ITEM	CONDITION		REPLACED/REPAIRED		DATE
1. Bed	<input type="checkbox"/> Good/Safe	<input type="checkbox"/> Poor/Unsafe	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
2. Night stand	<input type="checkbox"/> Good/Safe	<input type="checkbox"/> Poor/Unsafe	<input type="checkbox"/> Yes <input type="checkbox"/> No		
3. Kitchen Table	<input type="checkbox"/> Good/Safe	<input type="checkbox"/> Poor/Unsafe	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
4. Kitchen Chairs	<input type="checkbox"/> Good/Safe	<input type="checkbox"/> Poor/Unsafe	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
5. Couch	<input type="checkbox"/> Good/Safe	<input type="checkbox"/> Poor/Unsafe	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
6. Coffee Table	<input type="checkbox"/> Good/Safe	<input type="checkbox"/> Poor/Unsafe	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
7. End Table	<input type="checkbox"/> Good/Safe	<input type="checkbox"/> Poor/Unsafe	<input type="checkbox"/> Yes <input type="checkbox"/> No		
8. _____	<input type="checkbox"/> Good/Safe	<input type="checkbox"/> Poor/Unsafe	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
9. _____	<input type="checkbox"/> Good/Safe	<input type="checkbox"/> Poor/Unsafe	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
10. _____	<input type="checkbox"/> Good/Safe	<input type="checkbox"/> Poor/Unsafe	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
If Entry Inventory, Participant shall be allowed to take the following items upon transition:					

CONTRACTORS SIGNATURE: _____					
THPP PARTICIPANT'S SIGNATURE: _____					
ATTACH ADDITIONAL SHEETS AS NECESSARY					

THPP PARTICIPANT OCCUPANCY FORM

AGENCY: _____ FOR THE MONTH OF _____ 200__

AGENCY'S THPP CAPACITY: _____

[illegible]

THPP MANDATORY ORIENTATION CHECKLIST

AGENCY NAME: _____ DATE: _____

PARTICIPANT'S
NAME: _____
(PRINT)UNIT ADDRESS: _____
STREET APT # CITY ZIP

I UNDERSTAND AND RECEIVED COPIES OF EACH OF THE FOLLOWING:

1. _____ GRIEVANCE/COMPLAINT PROCEDURES
2. _____ AGENCY POLICIES
3. _____ AGENCY RULES
4. _____ FOSTER BILL OF RIGHTS
5. _____ LEGAL RIGHTS OF TEENS IN OUT-OF-HOME CARE
6. _____ PERSONAL RIGHTS
7. _____ THPP EXPECTATIONS
8. _____ LIST OF FURNITURE THAT I WILL TAKE WITH ME UPON TRANSITION
9. _____ ILP PARTICIPATION
10. _____ EMERGENCY PLAN INCLUDING EMERGENCY TELEPHONE NUMBERS
11. _____ NAME AND PHONE NUMBER(S) OF MY AGENCY'S SOCIAL WORKER, AND
DIRECT CARE STAFF.
12. _____ OTHER: _____
13. _____ OTHER: _____

PARTICIPANT'S SIGNATURE_____
DATE_____
CSW SIGNATURE_____
DATE

FOSTER YOUTH BILL OF RIGHTS

The California Youth Connection, a statewide organization of youth in the foster care system, has written the "Foster Youth Bill of Rights". It is an objective of foster care to ensure that the personal rights of individuals who are in out-of-home care are protected subject to limitations inherent in the foster caregiver's responsibility to ensure resident safety, safety of others and foster caregiver's role as parent as described in the case plan/case plan update, court order and treatment plan. Any restrictions on the rights of any individual child must be approved by COUNTY Program Director on a case by case basis. These rights include the following:

- 1) The right to be treated with respect.
 1. The facility shall ensure that the resident and his/her authorized representative(s) are offered the opportunity to participate in the development of the needs and service plan. 84068.2(d)
 2. Facilities shall ensure that privacy rights of residents are respected. Individual privacy shall be provided in all toilet, bath, shower and dressing areas. 84088(b)(4)
 3. Staff shall treat residents with respect and shall be prohibited from humiliating, intimidating, ridiculing, coercing or threatening residents. 80072 (a)(3)
 4. Access to bathrooms shall not be unreasonably limited during waking or sleeping hours.
 5. Residents shall have the right to be free to attend religious services and activities of his/her choice and to have visits from the spiritual advisor of his/her choice. Attendance at religious services, in or out of the facility shall be on a completely voluntary basis. 80072(a)(5)(A)
 6. Residents shall have the right to have visitors visit privately during waking hours without prior notice, provided that such visitations are not prohibited by the resident's needs and services plan; do not infringe upon the rights of other residents; do not disrupt planned activities; and are not prohibited by court order or by the resident's authorized representative(s). 84072(b)(5)
- 2) The right to adequate living conditions.
 7. The home must meet licensing standards.

8. Residents shall have the right to privacy in their own rooms and shall not be prohibited from closing the doors to their rooms absent specific concerns for the safety of the resident.
 9. Residents shall be allowed to possess and use their own toilet articles. 84072(b)(7)
 10. Residents shall have access to individual storage space for their private use. 84072(b)(10)
 11. Residents shall possess and use his/her own personal items unless prohibited as part of a discipline program. 84072(b)(9)
 12. Residents shall be provided with adequate food pursuant to 80076, including between meal nourishment or snacks. 80076(a)(4)
 13. Residents who require special diets including vegetarian diets, religious diets or diets based on health needs shall be provided with appropriate food.
 14. Residents shall not be required to perform chores which are beyond the scope of expectations as outlined in the house rules or discipline information reviewed at placement by COUNTY worker and resident except on a voluntary basis and for compensation.
- 3) The right to adequate voluntary medical, dental and psychiatric care.
15. Non-medical staff shall not make medical decisions about the severity of an illness or injury or screen resident requests for medical attention without consultation with a physician, a nurse or a trained health practitioner.
 16. Psychotropic medications shall not be administered without parental consent, court order or compliance with court policy for administration of psychotropic medications.
 17. Facility staff shall respect the confidentiality of residents' medical or psychiatric treatment. Information about this treatment shall not be generally available to staff.
 18. Residents have the right to a second opinion if requested before being required to undergo intrusive medical, dental or psychiatric procedures provided there is a resource for payment such as private insurance coverage for the resident, Medi-Cal authorization, etc.

19. Residents have the right to contact their COUNTY social worker regarding receiving or rejecting medical care or health related services. 80072(a)(9)
- 4) The right to fair treatment in administering rewards and punishments.
 20. Facilities shall develop, maintain and implement written facility discipline policies and procedures meeting the requirements specified below:

Staff, residents and authorized representatives shall receive copies of such policies and procedures and copies of such policies and procedures shall be maintained in the resident's record.

Any form of discipline which violates a resident's personal rights as specified in Sections 80072 and 84072 shall be prohibited. 84072.1(a)(b)

New residents should not always/automatically start on the lowest level of the incentives system.

Level assignment and privileges shall be consistent with the case plan/case plan update/court order(s).

They should not be punished for being new and/or being moved.
 21. Residents shall have a right to appeal disciplinary actions that result in a loss of privileges. This appeal includes a right to notice of an alleged infraction and the intended punishment, as well as a decision by a third party, using the grievance procedure as described by the foster caregiver in the orientation to placement.
 22. Residents have a right to file a complaint with the facility, as specified in Section 84072(b)(2).
- 5) The right to contact with family members, COUNTY social workers, attorneys, Court Appointed Special Advocates and other designated adult supporters.
 23. Residents shall have access to telephones in order to make and receive confidential calls, provided that such calls are not prohibited by the resident's needs and service plan; are not prohibited as a form of discipline; do not infringe upon the rights of other residents; do not restrict availability of the telephone during emergencies and are not prohibited by court order or by the resident's authorized representative(s). 84072(b)(11).
 24. Calls to the resident's authorized representative or placement agency or family members included in the service plan shall not be prohibited as a form of discipline. 84072(b)(11)(C).

25. Residents shall send and receive unopened correspondence, including court reports, unless prohibited by court order or by the resident's authorized representative(s). 84072(b)(12)
 26. The facility will promptly and completely answer communications to the facility from resident's relatives and/or authorized representative(s). 84072(b)(4)
 27. Level systems shall not restrict personal rights as defined in Title 22, Section 84072. These include the right to approved visitors; telephone calls to parents or relatives included in the case plan, COUNTY social workers, Court Appointed Special Advocates or attorneys; access to correspondence; and access to medical care.
- 6) The right to education and community involvement.
28. Residents shall have the right to attend public school unless otherwise specified in their case plan.
 29. Residents shall have the right to participate in extracurricular activities in accordance with the case plan. The facility shall provide transportation necessary to participate in these activities to the extent possible and agreed upon. The facility shall make it possible for residents to attend church and community activities. 84079(a-c)
- 7) The right to work and develop job skills.
30. Residents shall be allowed to participate in education, employment and ILP services. Access to these services shall not be withheld. Transportation arrangements for residents who do not have independent arrangements shall be made. 80022(b)(10)
 31. The facility shall assist each youth age 14 or over to develop vocational skills and obtain documents necessary for employment. This may also include providing assistance in job training.
 32. The facility shall support each youth who so desires in obtaining and maintaining employment by providing transportation, assisting in purchasing uniforms and providing other forms of support to the extent possible and agreed upon.
- 8) The right to social contacts.
- Reprise 6. Residents shall have the right to have visitors visit privately during waking hours without prior notice, provided that such visitations are not prohibited by the resident's needs and services plan; do not infringe upon the rights of other residents; do not disrupt planned activities; and are not prohibited by court order or by the resident's authorized representative(s). 84072(b)(5)
- Reprise 23. Residents shall have access to telephones in order to make and receive confidential calls, provided that such calls are not prohibited by the resident's needs and service plan; are not permitted as a form of discipline; do not infringe.

upon the rights of other residents; do not restrict availability of the telephone during emergencies and are not prohibited by court order or by the resident's authorized representative(s). 84072(b)(11)

Reprise 25. Residents shall send and receive unopened correspondence unless prohibited by court order or by the resident's authorized representative(s). 84072(b)(12)

9) The right to adequate clothing.

33. Residents shall possess their own clothes. 84072(b)(6)

10) The right to a reasonable allowance.

34. Residents shall be provided an allowance no less frequently than once per month unless regulatory exception criteria are met. 84077(a)(2)

35. Residents shall possess and use their own cash resources except as specified in Section 84026. 84072(b)(8)

36. Residents' allowances may not be withheld unless regulatory criteria are met. Any amount of a resident's allowances that is withheld as a form of discipline must meet the requirements of 84026(a-c), including the requirements that the fines shall be used for the benefit of the individual resident or all residents in placement, separate accounting, etc. The circumstances under which fines are to be imposed shall be specified in writing. Allowances may not be withheld because a resident is working. 84026(a-c)

37. Residents' cash resources, including allowances, shall not be used for any basic services specified in the regulations such as toilet articles or basic clothing needs. 80026(f)

THPP PERSONAL RIGHTS

- (a) THPP licensees are not subject to the provisions in Section 80072. Instead, THPP licensees are subject to the following and the following shall apply:
- (b) The licensee shall ensure that each participant is accorded the personal rights specified in this section.
- (c) Each participant and his/her authorized representative, shall be personally advised and given at admission a copy of the rights specified below.
- (d) Each participant shall have personal rights, which include but are not limited to the following:
 - (1) To be accorded the greatest level of independence consistent with safety and the participant's ability and maturity level as outlined in the participant's Needs and Services Plan or TILP in order to prepare the participant for self-sufficiency.
 - (2) To be accorded safe, healthful and comfortable home accommodations, furnishings and equipment that are appropriate to his/her needs.
 - (3) To be treated with respect and to be free from physical, sexual, emotional or other abuse in accordance with Section 86072(d)(5).
 - (4) To be free from corporal or unusual punishment, infliction of pain, humiliation, intimidation, ridicule, coercion, threat, mental abuse, or other actions of a punitive nature including but not limited to interference with the daily living functions of eating, sleeping, or toileting, or withholding of shelter, clothing, or aids to physical functioning.
 - (5) To have fair and equal access to all available services, placement, care, treatment, and benefits, and not to be subjected to discrimination or harassment on the basis of actual or perceived race, ethnic group identification, ancestry, national origin, color, religion, sex, sexual orientation, gender identity, mental or physical disability, or HIV status.
 - (6) To receive necessary medical, dental, vision, and mental health services.
 - (7) To contact Community Care Licensing Division of the State Department of Social Services regarding violations of rights, to speak to representatives of the office confidentially and to be free from threats or punishments for making complaints.
 - (8) To have social contacts with people outside of the foster care system, such as teachers, church members, mentors and friends, in accordance with Section 86072(d)(5).

EXHIBIT A-10

- (9) To have social contacts with people outside of the foster care system, such as teachers, church members, mentors and friends, in accordance with Section 86072(d)(5).
- (10) To contact family members, unless prohibited by court order.
- (11) To visit and contact brothers and sisters, unless prohibited by court order.
- (12) To contact social workers, attorneys, foster youth advocates and supporters, and Court Appointed Special Advocates (CASA)..
- (12) To have visitors, provided the rights of others are not infringed upon.
- (13) To attend religious services and activities of his or her choice.
- (14) To be free to attend court hearings and speak to the judge.
- (15) To have all his/her juvenile court records be confidential, consistent with existing law.
- (16) To be accorded dignity in his/her personal relationships with other persons in the home.
 - (A) To be free from unreasonable searches of person.
 - (B) To be free from unreasonable searches of personal belongings.
- (17) To have visitors as specified by the licensee's policies, in accordance with Welfare and Institutions Code Section 16522.1(h), including:
 - (A) Relatives, including parents unless prohibited by court order or by the participant's authorized representative.
 - (B) Authorized representative and placing agency.
 - (C) Other visitors unless prohibited by court order or by the participant's authorized representative or placing agency.
- (18) To possess and control his/her own cash resources unless otherwise agreed to in the participant's needs and services or TILP and by the participant's placing agency and authorized representative.
- (19) To possess and use his/her own personal possessions, including toilet articles.
 - (A) Clothing and personal items provided shall be in accordance with Section 86072(d)(5).

- (20) To have access to a telephone to make and receive confidential calls.
- (21) To send and receive unopened correspondence.
- (22) To have access to existing information regarding available educational options, including, but not limited to, coursework necessary for vocational and postsecondary educational program, and financial aid information for these programs.
- (23) In addition to the personal rights as specified in this section, all participants shall be entitled to all personal rights specified in Welfare and Institutions Code Section 16001.9.

NOTE: Authority cited: Sections 1530 and 1559.110, Health and safety Code, Section 16522, Welfare and Institutions Code. Reference: Sections 1501,1531, Health and Safety Code; Sections 16001.9, 16500, and 16522.1, Welfare and Institutions Code.

THPP PERSONAL ITEM INVENTORY

AGENCY _____

___ INITIAL ___ QUARTERLY

PARTICIPANT'S NAME _____

DATE: _____

PERSONAL HYGIENE

- ___ FACIAL TISSUE
 ___ BATH SOAP
 ___ TOOTHBRUSH
 ___ TOOTHPASTE
 ___ MOUTHWASH
 ___ DENTAL FLOSS
 ___ DEODORANT
 ___ COMB
 ___ BRUSH
 ___ SHAMPOO
 ___ HAIR CARE PRODUCTS
 ___ LOTION
 ___ ACNE MEDICATION
 ___ SANITARY NAPKINS/TAMPONS (FEMALE)
 ___ Q-TIPS
 ___ PETROLEUM JELLY
 ___ TOILET PAPER
 ___ OTHER _____

LAUNDRY ITEMS

- ___ LAUNDRY DETERGENT
 ___ BLEACH
 ___ FABRIC SOFTENER
 ___ STAIN/SPOT REMOVER
 ___ LAUNDRY BASKET
 ___ OTHER _____

FIRST AID ITEMS

- ___ STERILE GAUZE
 ___ FIRST-AID TAPE
 ___ STERILE GAUZE PADS
 ___ COTTON BALLS
 ___ RUBBING ALCOHOL
 ___ HYDROGEN PEROXIDE
 ___ ANTISEPTIC SPRAY
 ___ CURRENT EDITION OF A FIRST AID
 MANUAL (APPROVED BY THE AMERICAN RED
 CROSS/AMERICAN MEDICAL ASSOCIATION OR
 STATE OR FEDERAL AGENCY)
 ___ OTHER _____

CLEANING ITEMS *

- ___ ALL PURPOSE CLEANER
 ___ SCOURING POWDER
 ___ BLEACH
 ___ MILDEW REMOVER
 ___ SPONGES
 ___ BROOM
 ___ MOP & BUCKET
 ___ PAPER TOWELS
 ___ GLASS CLEANER
 ___ FURNITURE POLISH
 ___ DUST CLOTHS
 ___ DISH RAG (3)
 ___ DISH TOWELS (5)
 ___ OVEN CLEANER

LINENS

- ___ FITTED SHEET
 ___ FLAT SHEET
 ___ PILLOWCASE
 ___ BLANKET
 ___ BEDSPREAD
 ___ BATH TOWELS (2)
 ___ WASH CLOTHS (5)

UPON INITIAL PLACEMENT CONTRACTOR HAS PROVIDED YOU WITH ALL OF THE ABOVE FULL-SIZE PERSONAL HYGIENE ITEMS AND OTHER ITEMS LISTED ABOVE.

PARTICIPANT'S SIGNATURE_____
DATE_____
AGENCY STAFF SIGNATURE_____
DATE

* IF PARTICIPANT SHARES A UNIT WITH OTHER PARTICIPANT(S) CONTRACTOR SHALL INITIALLY SUPPLY CLEANING ITEMS TO THE UNIT AND PARTICIPANT(S) WILL BE RESPONSIBLE FOR REPLACING THEM ON AS NEEDED BASIS.

THPP CLOTHING INVENTORY

AGENCY: _____

DATE: _____

NAME: _____

CASE # _____

___ INITIAL INVENTORY

___ QUARTERLY INVENTORY

ITEM	REQUIRED	# NEEDED	*REQUESTED/REPLACED
Underpants	8 pair		
Bras (female)	2		
Slip (female)	2		
T-Shirt	4-6		
Sweater	1		
Jacket/Coat	1		
School Outfits	6		
Casual Outfits	8		
Employment Outfits	3		
Regulation P.E. Outfit	1		
Pajama/Gown	2-4		
Bathrobe	1		
Belt	2		
Socks	8 pair		
Pantyhose (female)	4-6		
Slipper	1 pair		
Tennis/School Shoes	1 pair		
Tennis/Casual Shoes	1 pair		
Employment Shoes	1 pair		
Other:			

Participant's Signature: _____

Staff Signature: _____

Comments:

* At initial placement Agency shall request missing items through the Participants CSW. At any other time during the Placement Participant is responsible for replacing necessary items and shall be counseled by agency staff on how to do so.

THPP MONTHLY ALLOWANCE LOG

FOR _____ 200__.
(MONTH)

AGENCY: _____

PARTICIPANT: _____
(PRINT NAME)

ITEM **	AMOUNT RECEIVED	DATE	AMOUNT RECEIVED	DATE	TOTAL RECEIVED
FOOD \$200.00	\$		\$		\$
TELEPHONE* \$40.00	\$		\$		\$
LAUNDRY/ DRY CLEANING \$50.00	\$		\$		\$
TOILETRIES \$25.00	\$		\$		\$
CLOTHING \$75.00	\$		\$		\$
CLEANING SUPPLIES \$15.00	\$		\$		\$
BUS PASS \$30.00	\$		\$		\$
RECREATION \$60.00	\$		\$		\$
SAVINGS \$100.00	\$		\$		\$
MISC. \$65.00	\$		\$		\$
OTHER:	\$		\$		\$
	\$		\$		\$
FINES:					
___ Instance for:	(\$)		(\$)		(\$)
INCOME					
SOURCE:	\$		\$		\$
TOTAL EXPENSES/INCOME					\$

I RECEIVED THE ABOVE AMOUNTS FOR EACH ITEM LISTED AND I AGREE TO ADHERE TO THE ABOVE ESTIMATED MONTHLY BUDGET.

THPP PARTICIPANT'S SIGNATURE_____
DATE

MY SAVINGS GOAL IS	TO DATE I HAVE SAVED	PARTICIPANT'S INITIALS
\$	\$	

I PLAN ON USING MY SAVINGS UPON TRANSITION FOR THE FOLLOWING:

AGENCY STAFF DISTRIBUTING ALLOWANCE_____
DATE

* PARTICIPANT IS ONLY RESPONSIBLE FOR THEIR PORTION OF THE BILL ABOVE THE BASIC RATE

** THESE ARE THE MINIMUM AMOUNTS THAT THE PARTICIPANT IS TO RECEIVE MONTHLY.

FOR THE WEEK ENDING _____ 200____.

AGENCY:_____ UNIT ADDRESS:_____

INITIAL THE APPROPRIATE BOX TO INDICATE THE DAY YOU
CLEANED THE ROOM

RESPONSIBLE PARTICIPANT'S NAME	ROOM	MON	TUE	WED	THURS	FRI	SAT	SUN
	BEDROOM 1							
	BEDROOM 2							
	BATHROOM 1							
	BATHROOM 2							
	KITCHEN							
	DINING ROOM							
	LIVING ROOM							
	COMMON AREAS							

EACH OF THE ITEMS IN EACH ROOM MUST BE COMPLETED TO CHECK THE BOXES ABOVE

BEDROOM(S)

ROOM IS NEAT
BED IS MADE
SHEETS/BEDSPREAD/BLANKET CLE
DRAWERS ARE STRAIGHT
NO TRASH IN ROOM
FLOOR IS CLEAN
FURNITURE DUSTED
CLOSET IS NEAT
WINDOWS AND SILLS CLEAN

BATHROOM(S)

SINK CLEAN
TUB/SHOWER CLEAN
WINDOWS & MIRROR CLEAN
FLOOR CLEAN/MOPPED
TOILET CLEAN
RUGS CLEAN
TOWELS CLEAN
TRASH EMPTIED

KITCHEN (DAILY)

SINK AND COUNTERS CLEAN
DISHES WASHED AND PUT AWAY
TRASH EMPTIED
CABINETS/WALLS CLEAN
STOVE/OVEN CLEAN
REFRIGERATOR CLEAN
FOOD STORED PROPERLY AND SAFELY
FLOOR SWEEP/MOPPED

DINING ROOM (DAILY)

TABLE CLEAN AND CLEAR
FLOOR CLEAN
WALLS CLEAN
WINDOWS AND SILLS CLEAN
WINDOW COVERINGS CLEAN/DUSTED
FURNITURE DUSTED
NO TRASH IN ROOM

LIVING ROOM

FURNITURE DUSTED
FLOOR VACUUMED
WINDOWS AND SILLS CLEAN
WINDOW COVERINGS CLEAN
LIGHT FIXTURES CLEAN
NO TRASH IN ROOM
AREA NEAT AND ORDERLY

COMMON AREAS

CLEAN AND NEAT
WALKWAYS SWEEP
DOORMAT CLEAN

I AGREE TO THE ABOVE SCHEDULE: _____

PARTICIPANT'S SIGNATURE_____
DATE_____
PARTICIPANT'S SIGNATURE_____
DATE_____
PARTICIPANT'S SIGNATURE_____
DATE_____
PARTICIPANT'S SIGNATURE_____
DATE

Procedural Guide

0600-514.10

PSYCHOTROPIC MEDICATION: AUTHORIZATION, REVIEW AND MONITORING FOR DCFS-SUPERVISED YOUTH

Date Issued: **03/12/09 3/31/09** (phone numbers on page 3 updated 10/12/10).

☒ Revision of Existing Procedural Guide 0600-514.10, Psychotropic Medication Authorization for DCFS-Supervised Children dated 05/23/08

Revision Made: **NOTE:** Current Revisions are Highlighted in yellow.

Changed title from: "Psychotropic Medication Authorization for DCFS-Supervised Children" to: Psychotropic Medication: Authorization, Review and Monitoring for DCFS-Supervised Youth to clarify the purpose of this policy. Updated the tasks and duties for DCFS D-Rate Unit, PHN's, CSW's; and Caregivers, regarding the psychotropic medication authorization process; review and monitoring of administration and the effectiveness of treatment.

Instructions were revised to address new medication or an increased dosage in a current psychotropic medication.

Cancels: None.

DEPARTMENTAL VALUES

This Procedural Guide supports the Department's efforts to ensure safety for DCFS-supervised children through the appropriate administration of psychotropic medications prescribed by the child's physician or psychiatrist. Additionally, this Procedural Guide supports the Department's efforts to achieve timely permanency (family reunification, adoption or legal guardianship) for children by ensuring that DCFS-supervised children enjoy optimum mental health.

WHAT CASES ARE AFFECTED

This Procedural Guide is applicable to all new and existing court supervised cases.

OPERATIONAL IMPACT

Many children who are supervised by DCFS receive mental health services. In some cases, the treating professional may form the conclusion that the child's mental health would improve if treated with psychotropic medication.

WIC 369.5(d) defines psychotropic medication or psychotropic drugs as:

...those medications administered for the purpose of affecting the central nervous system to treat psychiatric disorders or illnesses. These medications include but are not limited to: anxiolytic agents, antidepressants, mood stabilizers, antipsychotic medications, anti-Parkinson agents, hypnotics, medications for dementia and psychostimulants.

Anticonvulsant medications, when prescribed expressly to control seizures, and medications prescribed to control enuresis are not considered to be psychotropic medications.

The Welfare and Institutions Code, together with the Los Angeles Superior Court, have provided specific guidelines and limitations regarding a physician's provision of psychotropic medication to a child who is a dependent of the juvenile court and under the supervision of DCFS.

Court authorization **is required** prior to non-emergency psychotropic medication being prescribed in the following circumstances:

1. For any child on whose behalf the court has made disposition orders, and who resides in out-of-home care unless the court has issued specific orders delegating this authority to a parent/legal guardian upon making findings on the record that the parent/legal guardian poses no danger to the child and has the capacity to authorize psychotropic medications.

Court authorization **is not required** prior to psychotropic medication being prescribed under the following circumstances:

1. The court has not yet made disposition orders on behalf of the child (in these cases the parent/legal guardian consent is required).
2. The court has made disposition orders and the child resides in the home of a parent or legal guardian (in these cases the parent/legal guardian consent is required).
3. The physician has made a determination that an emergency exists. The court has defined an emergency as:

The physician finds that a child requires psychotropic medication, due to a mental disorder, where the purpose of the medication is to:

- protect the life of the child or others, or

- prevent serious harm to the child or others, or
- to treat current or imminent substantial suffering and it is impracticable to obtain consent.

It is not necessary for the harm to actually take place or become unavoidable.

The physician has specific duties under the law with respect to prescribing psychotropic medication for DCFS-supervised children. The CSW must be provided with confirmation that the court has authorized the use of psychotropic medication.

1. In all pre-adjudication cases or post-disposition cases where the child is placed Home-of-Parent (includes Legal Guardian) or cases where the child is placed in out-of-home care and the court has issued specific orders delegating psychotropic medication decision making authority to a parent/legal guardian, the physician must make a good-faith effort to obtain written parent/legal guardian consent before prescribing psychotropic medication for a child.
2. In cases where parent/legal guardian consent cannot be obtained prior to disposition, or when the case is post-disposition, the child is placed in Out-of-Home Care and the court has not issued specific orders delegating psychotropic medication decision making authority to a parent, the physician must fax, to the DCFS D-Rate Unit, the completed JV-220(A), Prescribing Physician's Statement (3 pages). The DCFS D-Rate Unit phone number is (562) 903-5335 5334 or 5326 (phone numbers updated 10/12/10). The fax number is (562) 941-7205.

NOTE: All references to the JV-220(A) include all attachments submitted by the Prescribing Physician.

If the physician has not indicated the range of dosages, then only the dose on the form will be authorized and increases will need a new JV-220(A).

3. The physician must accept telephone inquiries from Juvenile Court Mental Health Services, the child's attorney, the judicial officer or the Child's Court Appointed Special Advocate (CASA).
4. The physician is required to explain to the child, in age-appropriate terms, the purpose and benefits of the medication.
5. When a child is given psychotropic medication in an emergency situation, the physician requesting authorization must document on the JV-220(A) the basis for the emergency.

In those situations where the parent/legal guardian consent is sufficient and has been obtained, the physician may begin administration of the psychotropic medication and the JV-220(A) is not required.

NOTE: For dependents of the juvenile court with a prescribed psychotropic medication, court authorization or parental/legal guardian consent for the administration of the medication must be documented in the child's record. The CWS/CMS record must include the date of consent.

In those cases where court authorization is required, the physician **may not** commence prescription and administration of psychotropic medication until court authorization has been obtained. The only exceptions are:

- when the medication currently being taken by the child is being continued; or
- when the physician has determined an emergency, as defined on page 2. In an emergency, the physician may begin administration of the psychotropic medication as long as (s)he has simultaneously submitted an emergency JV-220(A) for court approval.

The Health Insurance Portability & Accountability Act of 1996 (HIPAA) does not restrict the receipt of medical information by the CSW or juvenile probation officer who has care and custody of a foster child and does not restrict the entry of the child's medical information into the CWS/CMS system. Entry of medical data into the CWS/CMS system and provision of the Health & Education Passport to the child's foster parent are required under state law to assist with the coordination of health care services to the child and are allowed. The foster parent should be carefully and strongly advised about the need to keep the child's health information confidential, aside from sharing it with the child's CSW, probation officer, or medical services provider. Refer to Procedural Guide 0600-500.20, Protected Health Information/Medical Information: Access and Sharing

PSYCHOTROPIC MEDICATION AUTHORIZATION PROCESS

This process includes the following new forms:

JV-220, Application Regarding Psychotropic Medication

JV-220(A), Prescribing Physician's Statement

JV-221, Proof of Notice: Application Regarding Psychotropic Medication

JV-222, Opposition to Application Regarding Psychotropic Medication

JV-223, Order Regarding Application for Psychotropic Medication

DCFS 4157, Psychotropic Medication Progress Report (Follow-up Questionnaire)

1. Physician Duties

- a. Physician completes JV-220(A).
- b. Physician faxes JV-220(A) (3 pages) to DCFS D-Rate Unit at: (562) 941-7205.

2. DCFS D-Rate Unit Duties – Day 1

- a. Receives forms.
 - (1) Returns incomplete or illegible forms to physician.
- b. Unit fills in information on JV-220.

- c. L.A. Superior Court cover letter and JV-222 are sent to child's parents or legal guardians.
 - (1) Note that there are separate letters for Children's Court and Lancaster Court.
- d. Unit fills out page 1 of JV-221.
- e. Copies of the JV-220 and JV-220(A) are sent to child's CSW and PHN.
- f. JV-220, JV-220(A), page 1 of JV-221 and copies of the L.A. Superior Court cover letter (JV 219) sent to the parents are faxed to Dependency Court Psychotropic Desk Clerk at: (323) 260-5082.

3. Psychotropic Desk Clerk Duties – Day 1-2

- a. Receives forms and issues log number.
- b. Enters information into psychotropic medication tracking system.
- c. Validates case information in JADE.
- d. JV-220, JV-220(A), and JV-222 are given to child's attorney and to CASA if case is on weekly case list submitted by CASA.
- e. JV-220, JV-220(A), JV-222 and a copy of the parents cover letter are given to the parents' attorneys.
- f. Page 2 of JV-221 is completed.
- g. JV-220 and JV-220(A) are given to Juvenile Court Mental Health Services (JCMHS).
 - (1) Label with name of child's attorney and firm is placed on the upper left hand corner of JV-220 form for JCMHS.

4. JCMHS Duties – Day 2-4

- a. JCMHS reviews JV-220 and JV-220(A) and returns to Psychotropic Desk Clerk with recommendations/comments.
 - (1) If additional time is necessary, JCMHS shall indicate on form and request court to set hearing.
- b. JCMHS shall give copy to child's attorney whenever a comment is made (notice is not limited to a negative recommendation).

5. Psychotropic Desk Clerk Duties – Day 2-7

- a. Upon receipt of the JV-220, JV-220(A) and recommendations/comments from JCMHS, Desk Clerk enters date into the log.
- b. Desk Clerk pulls the file for the Children's Court case.
- c. Desk Clerk provides the Court with the JV-220, JV-220(A), JV-221 (pages 1 and 2), JCMHS recommendation/comment form, any JV-222 received, and JV-223.
- d. For Lancaster Court cases, Desk Clerk faxes items from (c.) (above) to Lancaster Court Clerk's office who in turn, pulls the file and delivers it with the forms in (c.) (above) to the court.

6. Judicial Officer Duties – Day 7

- a. Court reviews forms/file and completes the JV-223.
 - (1) As-needed judicial officer must complete form in absence of regular judicial officer.
 - (2) If court is not staffed, case must be delivered to buddy court or Presiding Judge if buddy court judicial officer is absent.

- b. Court must complete JV-223 even if the matter is set for hearing.
 - (1) Following the hearing, the Court must complete new JV-223.
- c. Court must wait until Day 7 to rule on the request in order to allow sufficient time for any JV-222 to be submitted.

7. Court Assistant/Judicial Assistant Duties – Day 7

- a. After the court completes the JV-223, the Court Assistant makes one copy of the signed JV-223 and delivers it to the Desk Clerk in the Children's Court.
- b. Court Assistant places the JV-220, JV-220(A), JV-221, JV-222, and JV-223 plus the JCMHS recommendation/comment forms into the child's confidential legal envelope in the court file.
- c. Court Assistant returns the file to the courtroom or file shelf.
- d. If the Court sets the matter for a hearing, the Judicial Assistant notices all parties, JCMHS, and CASA (if applicable) with JV-223 (Children's Court and Lancaster Court).
- e. After the JV-223 is completed in Lancaster Court, the Court Assistant delivers the file to the Lancaster Court Clerk's office.
 - (1) Clerk's office in Lancaster Court puts original forms in the child's confidential envelope in the court file.
 - (2) Clerk's office in Lancaster Court faxes the JV-223 to the Psychotropic Desk Clerk at Children's Court.
 - (3) Clerk's office in Lancaster Court provides copies of the JV-223 to all attorneys on the case and CASA (if applicable).

8. Psychotropic Desk Clerk Duties – Day 7-8

- a. Desk Clerk logs in date the JV-223 is received from the courtroom and Lancaster Court.
- b. Desk Clerk provides copies of JV-223 to child's attorney, parents attorneys, and CASA (if applicable), for only the Children's Court cases.
- c. Desk Clerk provides copies of JV-223 to JCMHS, and prescribing physician for all cases.
- d. Desk Clerk provides copies of JV-223 and coinciding JV-220 and JV-220(A) to the DCFS D-Rate Unit for all cases.

9. DCFS D-Rate Unit Duties – Day 7-8

- a. Completed JV-223 entered into CWS/CMS.
- b. Copy of JV-223 is provided to child's CSW and PHN.
- c. Copy of JV-223, JV-220, and JV-220(A) is provided to the child's caregiver.

If the court does not authorize the medication, it is the CSW's responsibility to contact the physician and advise the physician that (s)he may not prescribe or administer the medication but has the option to respond to the JCMHS comments with a new JV-220(A).

The authorization is good for six months unless otherwise ordered by the Juvenile Court. If the physician believes a longer course of medication is necessary or decides to change the type of medication or the dosage, another request must be made. In situations where a child who enters the Juvenile Court system is being treated with

psychotropic medication, the physician may continue the medication pending an order from the court. A new authorization is not required if the child changes physicians, as long as the medication, strength and dosage remain the same as previously authorized and as long as the authorization paperwork and medication follow the child. A physician can continue medication while the renewal request is pending before the Court.

The Juvenile Court retains the authority to authorize psychotropic medication for children in the following circumstances:

- Children under Juvenile Court jurisdiction who are involuntarily detained under the Lanterman-Petris-Short (LPS) Act,
- Children with suitable placement orders and voluntary hospital commitment, and
- Children committed to the State Department of Developmental Services by the Mental Health Court (D-95). However, the Mental Health Court shall have exclusive power to determine issues of consent to medication in all cases in which a permanent LPS conservatorship has been established.

PSYCHOTROPIC MEDICATION REVIEW AND MONITORING PROCESS

To further improve the process by which we monitor DCFS-Supervised children whose mental health treatment includes psychotropic medication, the Office of the Medical Director, with the support of the Juvenile Court, has taken the lead in developing and implementing a shared responsibility review and monitoring protocol.

Each Court Order Regarding Application for Psychotropic Medication (JV-223) for new or renewed medication(s) will be initially routed to the Psychotropic Desk Clerk who then forwards it to the D-Rate Unit. The D-rate unit provides the JV-223 to the CSW and PHN. The Public Health Nurses input the medication information into CWS/CMS.

For children who are administered psychotropic medications on an ongoing basis, the D-Rate Clinical evaluators will contact the caregiver by phone and complete the DCFS 4157, Psychotropic Medication Progress Report (Follow-up Questionnaire), to review, monitor and assist the caregiver to follow up with the prescribing physician/psychiatrist or the Public Health Nurse as needed

Procedures

A. WHEN: A CHILD IS DETAINED

CSW Responsibilities

1. Ensure that a copy of the JV-220(A) is included in the placement packet (refer to LA Kids for a copy of the form).
 - Complete the "Identifying Information" section of the JV-220(A).
 - Provide the original JV-220(A) to the caregiver.

2. Explain to the caregiver the steps that will need to be taken should a physician or psychiatrist recommend psychotropic medication for the child in the future.
3. Instruct the caregiver to contact the CSW immediately upon learning that the doctor's treatment plan for the child includes psychotropic medication.

B. WHEN: A PHYSICIAN OR PSYCHIATRIST TREATMENT PLAN INCLUDES PSYCHOTROPIC MEDICATION

It is the CSW's responsibility to oversee a child who is receiving psychotropic medication and the regional Public Health Nurse (PHN) is to be consulted, in each case, to review the proposed treatment. It is also recommended that the CSW ask the PHN to communicate with the physician and serve as a liaison between the physician and DCFS.

CSW Responsibilities

1. Instruct the caregiver to provide the JV-220(A) to the physician.

NOTE: The JV-220(A) is also available on-line at:
<http://www.courtinfo.ca.gov/cgi-bin/forms.cgi>

2. Contact the physician and explain that the "Clinical Information" and "Medications" sections of the JV-220(A) need to be completed in detail (see **NOTE** below). If necessary, explain what is legally required of the physician before the child may be treated with psychotropic medications. Direct the physician to attempt to contact the parent/legal guardian to explain need for medication and to obtain consent (see **NOTE** below).
3. If the child has been adjudged a dependent of the court and has been removed from the physical custody of the parent/legal guardian, the CSW must:
 - Contact the physician and explain that court approval is required, unless the court has issued specific orders delegating psychotropic medication decision-making authority to parent, legal guardian, etc. (see pages 2, 3, 4 for reference). When applicable direct the physician to attempt to contact the parent/legal guardian to explain the need for the psychotropic medication and to obtain consent (see **NOTE** below).

NOTE: It is the physician's responsibility to explain to the child and the parent/legal guardian the need for the medication, possible side effects and so forth. It is also the physician's responsibility to obtain parental consent.

The "Medications" section of the JV-220(A) must be completed by the prescribing physician. The physician must list all prescribed medications the child currently takes and will be taking if the request is granted, whether or not these were prescribed by the requesting physician. The physician is encouraged to indicate the range of dosages to be authorized. If the physician does not indicate a range of dosages, a new JV-220(A) will be required for each change in the dosage schedule.

The prescribing physician must explain to the child, in age-appropriate terms:

- The recommended course of treatment,
- The basis for the treatment, and
- The possible results of taking the medication, including possible side effects.

4. Inform the physician that a signed copy of the completed JV-220(A) must be faxed to the DCFS D-Rate Unit before the psychotropic medication may be prescribed.
5. Document all communications with the child, caregiver, the physician and the parent/legal guardian regarding the psychotropic medication authorization request in the child's Contact Notebook.

NOTE: The DCFS D-Rate Unit will provide the CSW and PHN with copies of the completed JV-220, the physicians initial JV-220(A) and the JV-223 (Court's order). These should be filed in the child's Psychological/Medical/Dental folder (purple) by the CSW.

6. Upon receipt of a copy of the JV-223 (Court's order) from the DCFS D-Rate Unit review the courts order per the bulleted instructions below:
 - If the court approves the psychotropic medication authorization, verify with the caregiver, that the prescription has been filled and that the medication is being administered. Document this information in the child's CWS/CMS Health Notebook utilizing information provided on both the JV-220(A) and the JV-223.
 - If the court denies the psychotropic medication authorization request, contact the child's physician to verify that (s)he has either cancelled the prescription and discontinued the medication (in accordance with proper medical practice) or has submitted a new JV-220(A). Contact the child's caregiver to verify that (s)he has discontinued the medication if the physician has cancelled the prescription (or in accordance with proper medical practice as instructed by the child's physician). Notify the court immediately if the order is not being followed.

NOTE: The DCFS D-Rate Unit will provide the caregiver with copies of the JV-223, JV-220 and JV-220(A).

The Juvenile Court Psychotropic Desk Clerk is responsible for notifying all attorneys and CASA of psychotropic medication authorization requests and the resulting court orders.

7. A child's objection to, or noncompliance with, the approved psychotropic medication, is a treatment issue to be resolved by the physician prescribing the medication. A child cannot be forced to take psychotropic medication unless they are subject to an involuntary hospitalization or have a court appointed conservator. Please refer to Procedural Guides 0600-501.05, Medical Consent and 0600-515.10, Psychiatric Hospitalization and Psychiatric Hospital Discharge Planning for DCFS Supervised Children.
8. Update the Case Plan incorporating the child's treatment plan, including the use of psychotropic medication.
9. Provide the caregiver with a new, unsigned JV-220(A) for future use.
10. At each face-to-face contact with the child:
 - a.) Review the signed JV-220(A), to ensure it is current.
 - b.) Discuss with the child and the parent or legal guardian, the child's response to the psychotropic medication. This discussion should include behavioral, mood and cognitive functioning.
 - c.) Document the discussion in CWS/CMS.
11. If the authorization is within one month of expiring, consult with the child's physician. If the physician believes the psychotropic medication continues to be necessary, remind the physician to fax a new JV-220(A) to the DCFS D-Rate Unit. Verify with the physician and/or the D-Rate Unit to ensure the new JV-220(A) has been received by the D-Rate Unit.

D-Rate Psychotropic Medication Desk Clerk Responsibilities

1. Receive the approved JV-223 and coinciding JV-220 and JV-220(A) from the Juvenile Court.
2. Notify appropriate D-rate evaluator and SCSW of the Progress Report date, Hearing Officer and Court Room via email.
3. Route the approved JV-223 to the appropriate regional Public Health Nurse (PHN).

Caregiver Responsibilities

1. Work collaboratively with the D-Rate Clinical Evaluator to address identified concerns with the prescribing physician/psychiatrist or the Public Health Nurse.

D-Rate Clinical Evaluator Responsibilities

For Initial Administration or Increase dosage of a Current Psychotropic Medication:

1. Receives 40-day progress report date from PMA Desk Clerk.
2. Upon receipt of notification from the PMA Desk Clerk, for a child who is new to psychotropic medications, or has been authorized by the court to receive an increased dosage of a current medication, initiate contact with the child's caregiver and offer support for any assistance needed, including linking the caregiver with the prescribing physician/psychiatrist or PHN to address any identified concerns.
3. Help the caregiver to make a follow-up appointment with the treating physician/psychiatrist to assess the effects of the medication(s).

NOTE: The D-Rate Clinical Evaluators are clinicians whose Scope of Practice limits their consultation with clients on issues related to medications, dosage, frequency or type of medication alternatives. These must be done by a licensed physician/psychiatrist.

4. **Two weeks** after the initial contact, call the caregiver and child to address any concerns. In addition, ask the caregiver questions 1-3) from the DCFS 4157, Psychotropic Medication Progress Report (Follow-up Questionnaire)
 - a.) If the caregiver/child indicates concerns/complaints, assist caregiver in contacting prescribing physician for further follow up as soon as possible.
 - b.) If caregiver/child does not indicate any concerns/complaints, obtain the date and time of the follow up appointment with the prescribing physician.
5. Initiate follow-up on any identified problems or concerns by contacting the prescribing physician/psychiatrist and request a reevaluation of the child, if indicated.
6. Assist the caregiver with service linkages if needed and assist caregiver with contacting the prescribing physician for follow up appointment if not already set. If the child is having adverse side effects D-Rate evaluator to instruct caregiver to seek medical attention as soon as possible and to follow up with the prescribing physician.
7. Update CWS/CMS Notebooks as appropriate.

8. Document all caregiver responses from the Psychotropic Medication Follow-Up Questionnaire in the Contact Notebook.
9. Complete the DCFS 4157, Psychotropic Medication Progress Report (Follow-up Questionnaire), (35) days after court has authorized medication(s). Complete the report based on the caregiver's feedback in consultation with the case carrying CSW. D-Rate evaluator will save the DCFS 4157, Psychotropic Medication Progress Report (Follow-up Questionnaire), in CSW/CMS. Obtain D-Rate Unit SCSW approval. Submit report to the assigned courtroom, no later than 5 calendar days before the scheduled hearing date. Provide an additional, copy of the report to the case-carrying CSW.
10. Upon receipt of SCSW approval, submit the DCFS 4157, Psychotropic Medication Progress Report (Follow-up Questionnaire), and any attachments to support staff for final preparation to support staff for submission to court.
11. Track the date the progress report was mailed to court on the PMA Tracking Report Log.
12. Contact the caregiver by phone monthly for all subsequent administration and complete the PMA follow up questionnaire. D-Rate evaluator will assist caregiver with linkages as needed.
13. Document all contacts with caregivers, physicians etc in CWS/CMS on an ongoing basis.

D-Rate Clinical Evaluator SCSW Responsibilities

1. Review the DCFS 4157, Psychotropic Medication Progress Report (Follow-up Questionnaire), if approved sign and return to D-Rate Clinical Evaluator for submission to Court. If not approved return to D-Rate Clinical Evaluator for corrective action.

D-Rate Clinical Evaluator Responsibilities

For Subsequent Administration of Psychotropic Medication:

1. Contact caregiver on a monthly basis by phone and completes questionnaire.
2. Initiate follow-up on any identified problems or concerns by contacting prescribing physician/psychiatrist and/or request reevaluation of child, if needed.
3. Update CWS/CMS.
3. Make monthly phone contact with caregivers whose children are prescribed psychotropic medication and complete the DCFS 4157, Psychotropic Medication Progress Report (Follow-up Questionnaire).

5. Assist caregiver with linkages as needed and address any mental health service needs reported.
6. Document all contacts in CWS/CMS Contact Notebook.

CSW Responsibilities

For Initial and Subsequent Administration of Psychotropic Medication:

1. Work collaboratively with D-Rate Clinical Evaluator to address identified concerns with the prescribing physician/psychiatrist or the Public Health Nurse.

PHN Responsibilities:

For Initial Administration of Psychotropic Medication:

1. Receives JV-223 from the D-Rate Psychotropic Medication Desk Clerk.
2. Inputs data into CWS/CMS, specifically the name(s) of the psychotropic medication(s), dosage and the start date of the medication(s).
3. Assists with the child's linkage to the prescribing physician/psychiatrist, as needed.

For Subsequent Administration of Psychotropic Medication:

1. Assists with the child's linkage to the prescribing physician/psychiatrist, as needed.

Utilizing the completed JV-220, JV-220(A) and JV-223 (court's order) the PHN will ensure the following information is complete in the child's existing CWS/CMS Health Notebook:

Completion of the Diagnosed Condition page:

- Onset Date/First Visit
- Alert checkbox: Check the Alert box if you want the diagnosis to appear in the Alert section on the HEP document. *(It is recommended you only check this box if the diagnosis is not end dated.)*
- Category: Behavioral, Emotional, No Known Health Condition or Physical Health
- Health Problem: Choose the most appropriate Health Problem. Avoid using "Psychotropic Medication required".
- Diagnosed by: Name of the practitioner who made the diagnosis.
- Health Problem Description: Add the diagnosed condition as written on the JV 220.
- Treatment Plan/Instructions: Add the instructions given by the Physician.

Completion of the Medications page:

- Prescribed Medication: Name of medication as listed on the JV 220.
- Alert checkbox: Check the Alert box if you want the medication to appear in the Alert section on the HEP document. *(It is recommended you only check this box if the medication is not end dated.)*

- Start Date: Date (mm/dd/yyyy) *This field will default to the onset date. Change the date to the actual Start Date of the medication.*
- Projected End Date: Date (mm/dd/yyyy) the Court Order expires.
- End Date: Date (mm/dd/yyyy) the child stops taking the medication.
- Court Ordered Date: Date (mm/dd/yyyy) the JV 220 was signed by the Judge.
- Prescribed by: Name of Doctor.
- Comment/Instructions box: Date each entry and list the dosage or range and list alternative medications (i.e., other medication listed on the JV 220 that may be given in the future if the first drug is not effective).

Health and Education Passport Document:

As each subsequent JV 220 is approved, updating the following:

- Diagnosed Condition Page
- Medication page
- Medication changes
- Comment/Instruction box

APPROVAL LEVELS

Section	Level	Approval
A.	N/A	None
B.	Court D-Rate Clinical Evaluator SCSW	JV-223 DCFS 4157, Psychotropic Medication Progress Report (Follow-up Questionnaire)

OVERVIEW OF STATUTES/REGULATIONS

Welfare and Institutions Code, Section 369: Outlines the provisions under which a court order is required in order to provide medical treatment to a child in temporary custody.

Welfare and Institutions Code, Section 369.5: Outlines the provisions under which a court order is required in order to provide medical treatment to a child who is adjudged a dependent of the court and has been removed from the physical custody of his/her parent(s).

Welfare and Institutions Code, Section 739.5: Outlines the provisions under which a court order is required for administration of psychotropic medications for a ward who has been removed from the physical custody of his or her parent.

Rule of Court 5.640: Provides instructions for Hearing Officers regarding the authorization of psychotropic medication.

Los Angeles County Superior Court Psychotropic Medication Authorization Process dated 03/14/08: Outlines procedures for obtaining court authorization for prescribing and administering psychotropic medications to children under Dependency or Delinquency Court jurisdiction.

LINKS

California Code	http://www.leginfo.ca.gov/calaw.html
Division 31 Regulations	http://www.cdss.ca.gov/ord/PG309.htm
Title 22 Regulations	http://www.dss.cahwnet.gov/ord/PG295.htm
Rules of Court	http://www.courtinfo.ca.gov/rules/

RELATED POLICIES

[Procedural Guide 0050-503.75](#), Child Protection Hotline (CPH): Requests For Emergency Medical Consent
[Procedural Guide 0300-506.08](#), Communication With a Child's Attorney [Procedural Guide 0600-500.20](#), Protected Health Information/Medical Information: Access and Sharing
[Procedural Guide 0600-501.05](#), Medical Consent
[Procedural Guide 0600-515.10](#), Psychiatric Hospitalization and Psychiatric Hospital Discharge Planning for DCFS Supervised Children

FORM(S) REQUIRED/LOCATION

HARD COPY	None
LA Kids:	JV 219 , Information About Psychotropic Medication Forms JV-220 , Application Regarding Psychotropic Medication JV-220(A) , Prescribing Physician's Statement JV-221 , Proof of Notice: Application Regarding Psychotropic Medication JV-222 , Opposition to Application Regarding Psychotropic Medication JV-223 , Order Regarding Application for Psychotropic Medication
CWS/CMS:	Case Plan Case Plan Update Contact Notebook Health Notebook DCFS 4157 , Psychotropic Medication Progress Report (Follow-up Questionnaire)
SDM:	None

THPP MEDICATION DISPENSING LOG

AGENCY: _____ DATE: _____

PARTICIPANT'S NAME: _____ CASE # _____

NAME OF MEDICATION *	DR. NAME	DOSAGE (AMOUNT + TIMES PER DAY, e.g. 1 tablet 3x per day)	QUANTITY PRESCRIBED (e.g. 30 tablets)	PRESCRIBED START DATE	PRESCRIBED END DATE

List any problems/reactions Participant had to above medications: _____.

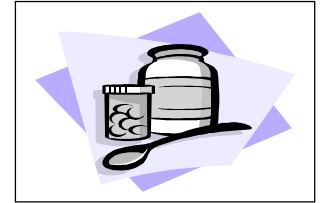
List any medications that Participant is allergic to:_____.

* PARTICIPANT'S MEDICATION LOG for each medication listed above must be attached once completed by Participant and verified by agency staff. PARTICIPANT'S MEDICATION LOG shall also to be used/attached for all over-the-counter medications.

THPP PARTICIPANT'S MEDICATION LOG

EXHIBIT A-17

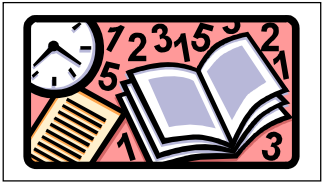
MY NAME: _____
Please Print



TODAY'S DATE	TIME	AMOUNT I TOOK AT THIS TIME (SUCH AS, 2 TABLETS)	MEDICATION NAME	OVER THE COUNTER		DR. NAME	MY INITIALS
				Yes	No		
/ /0__	: AM/PM						
/ /0__	: AM/PM						
/ /0__	: AM/PM						
/ /0__	: AM/PM						
/ /0__	: AM/PM						
/ /0__	: AM/PM						
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/ /0__	: AM/PM						
/ /0__	: AM/PM						

AGENCY STAFF VERIFYING INFORMATION: _____ SIGNATURE: _____
Print Name

PARTICIPANT MUST TRACK EACH MEDICATION PRESCRIBED OR FOR ANY OVER-THE-COUNTER MEDICATION USED.
USE AS MANY SHEETS AS NECESSARY.



THPP DAILY EDUCATIONAL LOG

FOR THE WEEK ENDING: _____ 201_____

AGENCY NAME: _____

PARTICIPANT'S NAME: _____
Print Name

TODAY'S DATE	ACTIVITY	TIME SPENT	INITIALS

My signature below certifies that I have completed the above-described activities in order to achieve my Educational and Vocational goals of:

Participant's Signature

Date

Staff Signature

Date

SPECIAL INCIDENT REPORTING GUIDE FOR TRANSITIONAL HOUSING PLACEMENT PROGRAMS (THPP)

The Los Angeles County Department of Children and Family Services (DCFS) has developed this reporting guide. It does not supersede the requirements outlined in California Code of Regulations, Title 22, Sections 80061, and 86061; and the THPP Statement of Work, Section 2.5.

The THPP shall maintain a copy of all reports as required in Sections 1 through 6 of this guide in the child's file. The THPP shall also summarize the information in the child's quarterly reports to the DCFS Children's Social Worker. Children's files shall be retained for at least five years following the term of this Agreement or three years from the date of the submission of the final expenditure report in accordance with the Agreement, Section 46.0.

Many of these special incident reporting decisions require good judgment and sound discretion. If in doubt whether to report, the THPP should call the appropriate agency for clarification. Whoever is reporting should be prepared for follow-up questions and have expertise in the reporting procedure.

The THPP shall report special incidents to the DCFS County Program Manager (CPM); Children's Social Worker (CSW); and Community Care Licensing (CCL) via the **I-Track web-based system** at <https://itrack.dcfslacounty.gov> as specified in the tables below.

If the THPP cannot obtain complete information regarding the incident within the required reporting timeframes, the agency should submit an initial SIR that includes as much information as possible. If the THPP determines that it is necessary to provide additional information about the incident for which an I-Track report has already been submitted, the agency may submit an addendum within seven business days of becoming aware of the incident per the Title 22 requirements noted above. If the I-Track web-based system is off-line, the THPP shall use fax as a substitute per the tables below and resubmit the report via I-Track – noting the date of the previously faxed submission – as soon as it comes back on-line.

TABLE OF CONTENTS

<u>TYPE OF INCIDENT</u>	<u>PAGE #</u>
1. BEHAVIORAL/MENTAL HEALTH INCIDENT.....	2
2. INJURY, ILLNESS OR ACCIDENT.	2
3. DEATH	2
4. UNAUTHORIZED ABSENCE.	3
5. CHILD ABUSE.....	3

6. AGENCY EMERGENCY/DISASTER	4
7. SIGNIFICANT CHANGE IN THPP	4

1. BEHAVIORAL/MENTAL HEALTH INCIDENT – Incident that adversely affects the physical health, mental health, emotional health, educational well-being or safety of a child.

Incident **may include, but is not limited to**, the following examples:

- Assaultive Behavior (Caregiver)
- Assaultive Behavior (Peer)
- Assaultive Behavior (Other)
- Inappropriate Sexual Behavior
- Medical Related
- Physical Restraint
- Police Involvement
- Property Damage
- Seclusion
- Self Injurious Behavior
- Staff Related
- Substance Abuse
- Suicidal Ideation
- Suicide Attempt
- Theft

HOW	TO WHOM	WHEN
Telephone	CSW	By the next business day
I-Track (Fax only if I-Track is down)	CSW	By the next business day
	CPM	By the next business day
	CCL	By the next business day

2. INJURY, ILLNESS OR ACCIDENT – Incident that results in medical treatment by a health care professional beyond routine medical care, with the exception of planned surgery. *If in doubt, report or call the required agency for clarification.*

Incident **may include, but is not limited to**, the following examples:

- Accident
- Illness
- Injury
- Hospitalization (Medical or Psychiatric)

HOW	TO WHOM	WHEN
Telephone	CSW	By the next business day
I-Track (Fax only if I-Track is down)	CSW	By the next business day
	CPM	By the next business day
	CCL	By the next business day

3. DEATH

HOW	TO WHOM	WHEN
Telephone	CSW (Agency to confirm that DCFS will contact parent/guardian)	Immediately
	CPHL at (800) 540-4000	Immediately
I-Track (Fax only if I-Track is down)	CSW	By the same business day (if after hours, by the next business day)

Track is down)	CPM	By the same business day (if after hours, by the next business day)
	CCL	By the next business day

4. UNAUTHORIZED ABSENCE – Absence of a child without the permission and supervision of the caregiver which threatens the physical health, emotional health, or safety of the child.

Incident **may include, but is not limited to**, the following examples:

- Abduction
- Runaway

HOW	TO WHOM	WHEN
Telephone	Law Enforcement	Immediately
	CSW (If after hours, call CPHL)	Immediately (if after hours, by the next business day)
I-Track (Fax only if I-Track is down)	CSW	By the same business day (if after hours, by the next business day)
	CPM	By the same business day (if after hours, by the next business day)
	CCL	By the next business day

5. CHILD ABUSE – *All personnel are required by law to report known, suspected, or alleged incidents of child abuse as defined in Penal Code Sections 11165-11174.4.*

Incident **may include, but is not limited to**, the following examples:

- Neglect (including medical neglect)
- Physical – an injury purposefully inflicted upon a minor (including corporal punishment and willful cruelty or infliction of unjustifiable pain or punishment)
- Sexual (including sexual assault, sexual exploitation through pornography or prostitution, sexual activity between minors, and sexual activity between an adult and a minor)
- Verbal/Emotional

HOW	TO WHOM	WHEN
Telephone	CSW	Immediately
	CPHL	Immediately
	Law Enforcement	Immediately
I-Track (Fax only if I-Track is down)	CSW	By the same business day (if after hours, by the next business day)
	CPM	By the next business day
	CCL	By the next business day

NOTE: Written submission of State Form SS8572, "Suspected Child Abuse Report," within 36 hours is mandatory. Please indicate in the SIR (I-Track) that the SS8572 is forwarded to required parties.

6. AGENCY EMERGENCY/DISASTER – Incident that involves the community or physical plant and may have a serious impact on residents or create a potentially dangerous environment.

Incident **may include, but is not limited to**, the following examples:

- Earthquake Damage
- Epidemic
- Explosion
- Fire
- Flood

HOW	TO WHOM	WHEN
Telephone	Local Fire Authority for all fires and explosions (Section 80061(b)(1) of CCR)	Immediately
	Local Health Officer for all epidemic outbreaks (Section 80061(b)(1) of CCR)	Immediately
	CSW	By the next business day
	CPM	By the next business day
	CCL	By the next business day
I-Track (Fax only if I-Track is down)	CSW	By the next business day
	CPM	By the next business day
	CCL	By the next business day

7. SIGNIFICANT CHANGE IN THPP – Change in agency's operations which impacts services to children. **NOTE: Agencies are not required to report significant changes in THPPs via I-Track; however, these incidents must be reported per the requirements in the California Code of Regulations Title 22, Sections 80061 and 88061.**

Incident **may include, but is not limited to**, the following examples:

- Administration (e.g., Chief Executive Officer, Administrator)
- Mailing Address
- Plan of Operation
- Staffing disruption (e.g., strike or staff shortage)

THPP MONTHLY REPORT

REPORT FOR THE MONTH OF: _____ 20____.
 AGENCY NAME: _____

Participant's Name: _____ Age : _____ Telephone: (____) _____

Address: _____ DOB: _____

Projected Termination Date: _____ On Target _ Yes _ No

CSW: _____ Telephone No. _____

1. Medical and Dental

Date	Appointments		Outcome	Next appointment
	Medical	Dental		

Overall Physical Health: __ Good __ Fair __ Poor Overall Dental Health: __ Good __ Fair __ Poor

2. Psychological

Date	Appointment Type	Outcome	Next appointment

Overall Psychological Health: __ Good __ Fair __ Poor

3. Vocational Training/Job Description:

Career/Vocational Goal: _____

4. Describe any serious behavioral problems, treatment implemented and Participant's response:

5. Describe the specific treatment plan, including short-term and long-term goals:

THPP MONTHLY REPORT

6. Reassessment of unmet needs: _____
 Efforts made to meet these needs: _____
 Recommendations for case plan update: _____

7. Social Worker Contacts:

DATE	REGARDING	CONTACT TYPE (VISIT, PHONE, OTHER)	OUTCOME

8. Family/Friends Contacts:

DATE	PERSON NAME/RELATIONSHIP	TYPE ON SITE/OFF SITE	VISIT EVALUATION (GOOD/AVERAGE/POOR)

9. Assessment of Participant's Adjustment:

TYPE	THIS MONTH			PROGRESS SINCE LAST MONTH			OVERALL PROGRESS		
	GOOD	FAIR	POOR	GOOD	FAIR	POOR	GOOD	FAIR	POOR
UNIT									
PEERS									
SCHOOL									
STAFF									
COMMUNITY									
EMPLOYMENT									

10. Transition Status

COMPONENT/GOALS	GOALS PROGRESS			
GENERAL (Awareness Issues)	Good	Fair	Poor	Finished
Self-Awareness				
Personal & Family Values				
Sex Roles				
Goal Setting				
Decision Making				
Parenthood				
Sexuality				
STDs				
EDUCATION/EMPLOYMENT				
High School Graduation				
GED completed				

THPP MONTHLY REPORT

Vocational certificate				
College Entrance Exams				
Registration at EDD office				
ROP Training				
Community Training				
Community College Training				
Other				
COMPONENT/GOALS	GOALS PROGRESS			
	Good	Fair	Poor	Finished
Number of Job Applications Completed _____				
Resume				
Interview Techniques				
Career Assessments				
Career/Vocational Research				
Apprentice Program Application				
Intern Applications				
Employment Start Date				
Employment Stop Date				
TRANSPORTATION				
Transportation Routes				
Driver's Education				
Driver's Permit				
Driver's License				
Auto Purchase/Insurance				
CONSUMER LIFE SKILLS				
Budget Adherence				
Ample Clothing				
Clothing Maintenance				
FOOD AND NUTRITION				
Budget Adherence				
Menu Planning/Shopping				
Meal Preparation				
Food Storage				
Food Supply				
MONEY MANAGEMENT				
California Identification Card				
Checking Account				
Savings Account				
Budget Development				
Establishing Credit				
Insurance				
HOUSEHOLD MANAGEMENT				
Unit Maintenance				
Roommate Relationship				
SECURED HOUSING				
Leasing an Apartment				
Furnishings				
Maintaining				
Other:				

COMMENTS: _____

THPP MONTHLY REPORT

EXHIBIT A-20

All of the above has been discussed with me _____

Participant's Signature

Agency Staff Signature

Date

MONTHLY THPP REPORT
CASE PLAN MONTHLY UPDATE

The following items were noted in the Participant's Case Plan:

The Agency observed progress by the Participant in the following areas:

This month the Agency assisted the Participant in working toward the following case goals by:

Goal

Assistance

<hr/>	<hr/>
<hr/>	<hr/>
<hr/>	<hr/>
<hr/>	<hr/>

If Participant exited, complete this section. The Participant exited during the month on

S/He ____ did ____ did not complete the Program

The Participant exited to (destination)_____

The Participant ____ was ____ was not employed at exit

How can the Participant be contacted (list phone number, address, emergency contact, etc.)? _____

Agency Staff signature: _____ Date: _____

Date faxed/mailed to CSW: _____

THPP MONTHLY REPORT PARTICIPANT SUMMARY

AGENCY: _____ FOR THE MONTH OF _____ 200

Unit Address _____
Street Address _____ Apt # _____ City _____
Zip _____

Participant Name	Phone Number	Site Supervisor Name	Site Supervisor Phone Number	Foster (F) or Probation (P) Participant	Male (M) Female (F)	Date of Placement	Date of Discharge	Days of Service this Month

Unit Address: _____
Street Address _____ Apt # _____ City _____ Zip _____

Participant Name	Phone Number	Site Supervisor	Site Supervisor Phone Number	Foster (F) or Probation (P) Participant	Male (M) Female (F)	Date of Placement	Date of Discharge	Days of Service this Month

Total Days of Service this Month: _____

Attach additional sheets if necessary.

THPP PARTICIPANT MONTHLY SURVEY
MONEY MANAGEMENT

(Complete only those pages applicable to youth/agency's focus for that month)

Agency: _____

PARTICIPANT _____ DATE: _____ 200____. _____
Print Participant's Name Month

Address: _____ Telephone: _____

INSTRUCTIONS: You must complete this survey each month that you participate in the THPP program.

I did/did not receive the following training:

SUBJECT	DESCRIPTION OF TRAINING	TYPE OF TRAINING (VERBAL, HANDS-ON, ETC.)	DATE RECEIVED	DESCRIPTION OF ADDITIONAL TRAINING REQUESTED	OTHER TRAINING RECEIVED	I RECEIVED HANDOUTS ON THIS MATERIAL	
MONEY MANAGEMENT						YES	NO
	BUDGETING						
	MANAGING MY ALLOWANCE						
	HOW TO OPEN A SAVINGS/CHECKING ACCOUNT						
OTHER:							
OTHER:							
OTHER:							
OTHER:							

I RECEIVED \$ _____ FOR DAILY LIVING EXPENSES. MY ALLOWANCE _____ IS _____ IS NOT SUFFICIENT.
I _____ CAN NOT MANAGE MY ALLOWANCE PROPERLY. THIS MONTH I DEPOSITED \$ _____ IN MY SAVINGS
ACCOUNT AT _____ (NAME OF BANK)

Agency: _____

THPP PARTICIPANT MONTHLY SURVEY
FOOD PREPARATION / NUTRITION

PARTICIPANT'S NAME: _____ DATE: _____ 200 ____

SUBJECT	DESCRIPTION OF TRAINING	TYPE OF TRAINING (VERBAL, HANDS-ON, ETC.)	DATE RECEIVED	DESCRIPTION OF ADDITIONAL TRAINING REQUESTED	OTHER TRAINING RECEIVED	I RECEIVED HANDOUTS ON THIS MATERIAL
FOOD						YES NO
	MEAL/MENU PREPARATION					
	NUTRITION AND/OR SPECIAL DIETS					
	FOOD STORAGE					
	FOOD					
	MANAGEMENT/MAINTENANCE					
	PROPER KITCHEN HYGIENE					
	SAFELY PREPARING AND COOKING FOOD					
	COOKING LESSONS					
	COMPARISON SHOPPING					
OTHER:						
OTHER:						

I RECEIVED \$ _____ FOR MY FOOD ALLOWANCE. MY FOOD ALLOWANCE _____ IS _____ IS NOT SUFFICIENT WHEN MANAGED PROPERLY.

Agency: _____

EXHIBIT A-21

THPP PARTICIPANT MONTHLY SURVEY
EMPLOYMENT TRAINING

PARTICIPANT'S NAME: _____ DATE: _____ 200 _____

DESCRIPTION OF TRAINING	TYPE OF TRAINING (VERBAL, HANDS-ON, ETC.)	DATE RECEIVED	DESCRIPTION OF ADDITIONAL TRAINING REQUESTED	OTHER TRAINING RECEIVED	I RECEIVED HANDOUTS ON THIS MATERIAL	
					YES	NO
HOW TO FIND A JOB/RESOURCES AVAILABLE						
HOW TO WRITE A RESUME						
HOW TO COMPLETE A MASTER APPLICATION						
HOW TO APPLY FOR A JOB						
HOW TO WRITE A COVER LETTER						
HOW TO GET REFERENCES/ASK FOR LETTERS OF REFERENCE						
DRESSING FOR AN INTERVIEW						
HOW TO INTERVIEW SUCCESSFULLY						
HOW TO WRITE THANK YOU LETTERS AFTER INTERVIEW						
HOW TO UPDATE MY RESUME/MASTER APPLICATION						
HOW TO GET A PROMOTION						
HOW TO FIND A BETTER JOB						
HOW TO GET VOCATIONAL TRAINING						
HOW TO GET AN APPRENTICE POSITION						

Agency: _____

THPP PARTICIPANT MONTHLY SURVEY
EMPLOYMENT TRAINING

PARTICIPANT'S NAME: _____ DATE: _____ 200 _____

DESCRIPTION OF TRAINING	TYPE OF TRAINING (VERBAL, HANDS-ON, ETC.)	DATE RECEIVED	DESCRIPTION OF ADDITIONAL TRAINING REQUESTED	OTHER TRAINING RECEIVED	I RECEIVED HANDOUTS ON THIS MATERIAL	
					YES	NO
CAREER/VOCATIONAL EXPLORATION						
CAREER ASSESSMENTS						

I _____ HAVE _____ DO NOT HAVE MY SOCIAL SECURITY CARD. IF NOT, WHY: _____

I _____ HAVE _____ DO NOT HAVE A CALIFORNIA I.D. OR CALIFORNIA DRIVER'S LICENSE. IF NOT, WHY: _____.

I HAVE A JOB AS A _____ I STARTED THIS JOB ON _____ I CURRENTLY EARN \$ _____ PER MONTH.

I NEED TO EARN \$ _____ PER MONTH TO LIVE ON MY OWN AFTER TRANSITION .

MY GOAL IS TO WORK AS A _____ BY _____.

I WILL DO THE FOLLOWING TO REACH THIS GOAL

EVENTUALLY I WANT TO WORK AS A _____ I MUST DO THE FOLLOWING TO REACH THIS GOAL

PARTICIPANT'S NAME: _____ DATE: _____ 200

MY MONTHLY CLOTHING ALLOWANCE IS: \$_____ MY CLOTHING ALLOWANCE _____ IS _____ IS NOT ADEQUATE.

LINENS	NUMBER OF EACH ITEM	CONDITION				REPLACED			SPECIAL NEEDS: DESCRIBE
		GOOD	FAIR	POOR	YES	NO	MENDED		
FLAT SHEET									
FITTED SHEET									
PILLOW CASE									
BLANKET									
BEDSPREAD									
BATH TOWEL									
HAND TOWEL									
WASH CLOTH									

I HAVE ADEQUATE AND APPROPRIATE CLOTHING ____ YES ____ NO I HAVE 3 OUTFITS SUITABLE FOR EMPLOYMENT ____ YES ____ NO
I HAVE RECEIVED THE FOLLOWING TRAINING THIS MONTH REGARDING THE CARE AND REPLACEMENT OF MY CLOTHING AND
LINENS:

THPP PARTICIPANT MONTHLY SURVEY
UNIT

PARTICIPANTS NAME: _____ DATE: _____ 200____.
ADDRESS: _____

IN MY UNIT:	YES	NO	I HAVE BEEN TRAINED TO:	Y OR N	HAND-OUTS PROVIDED Y OR N
I HAVE MY OWN DRAWER SPACE FOR MY BELONGINGS			USE HOUSEHOLD CHEMICALS		
I HAVE CLOSET SPACE FOR MY CLOTHES AND OTHER ITEMS			WASH DISHES PROPERLY		
THERE IS A WORKING SMOKE DETECTOR IN THE HALLWAY(S)			MOP FLOORS		
THERE IS A WORKING SMOKE DETECTOR IN MY BEDROOM			CLEAN/DISINFECT A BATHROOM		
MY CHORE LIST IS POSTED			CLEAN/DISINFECT A KITCHEN		
CHORES ARE ROTATED AMONG MY ROOMMATES AND ME			MAKE MINOR HOUSEHOLD REPAIRS		
THE FURNITURE IS IN GOOD AND SAFE CONDITION			SORT/DO LAUNDRY		
MY UNIT IS SAFE AND CLEAN			CALL FOR HELP IN AN EMERGENCY		
I HAVE BEEN TOLD HOW THE FURNITURE IN THE UNIT WILL BE DIVIDED AND WHAT I WILL BE ALLOWED TO TAKE UPON SUCCESSFUL COMPLETION OF THE PROGRAM			USE A FIRE EXTINGUISHER		
I KNOW HOW TO KEEP MY UNIT SAFE AND CLEAN			RESPOND IN CASE OF A FIRE		
I HAVE MY OWN FOOD STORAGE AREAS.			RESPOND IN CASE OF AN EARTHQUAKE		
I HAVE ACCESS TO A WORKING WASHER AND DRYER			OTHER:		
I HAVE SUITABLE WINDOW COVERINGS			OTHER:		

I SHARE MY UNIT WITH _____ OTHER THPP PARTICIPANTS.
THERE ARE _____ BEDROOMS IN MY UNIT . I _____ SHARE _____ DO NOT SHARE MY BEDROOM
THERE ARE _____ BATHROOMS IN MY UNIT . I _____ SHARE _____ DO NOT SHARE A BATHROOM

THPP PARTICIPANT MONTHLY SURVEY

TRANSPORTATION

PARTICIPANTS NAME: _____

Date: _____ 200

DESCRIPTION OF TRAINING	TYPE OF TRAINING (VERBAL, HANDS-ON, ETC.)	DATE RECEIVED	DESCRIPTION OF ADDITIONAL TRAINING REQUESTED	OTHER TRAINING RECEIVED	I RECEIVED HANDOUTS ON THIS MATERIAL	
					YES	NO
LOCAL TRANSPORTATION						
BUS TOKENS						
BUS PASS/RAIL PASS						
HOW TO BUY A CAR						
CAR MAINTENANCE						
AUTO INSURANCE						
DRIVER'S LICENSE						
CALIFORNIA ID						
CAR REGISTRATION						
SMOG CHECKS						
STATE PROGRAMS FOR SMOG CHECKS						
BUREAU OF AUTOMOTIVE REPAIR (BAR)						
FINDING A MECHANIC						
AUTO FINANCING						
ALTERNATE TRANSPORTATION						
OTHER:						

I _____ RECEIVED _____ DID NOT RECEIVE A BUS PASS THIS MONTH.

I _____ KNOW _____ DO NOT KNOW HOW TO USE PUBLIC TRANSPORTATION.

I _____ KNOW _____ DO NOT KNOW HOW TO FIND ADDITIONAL INFORMATION ON PUBLIC TRANSPORTATION.

I _____ USE PUBLIC TRANSPORTATION TO GET TO THE FOLLOWING:
_____ MY SCHOOL; _____ MY JOB; _____ FRIENDS/RELATIVES; _____ RECREATION _____ OTHER: _____

I _____ HAVE _____ DO NOT HAVE A VALID CALIFORNIA DRIVERS LICENSE.

I _____ HAVE _____ DO NOT HAVE A CAR/MOTORCYCLE.

I _____ HAVE _____ DO NOT HAVE CAR/MOTORCYCLE INSURANCE IN THE AMOUNTS REQUIRED BY LAW (ATTACH COPY OF PROOF OF INSURANCE).

Agency: _____ THPP PARTICIPANT MONTHLY SURVEY
PERSONAL ITEMS

PARTICIPANTS NAME: _____ Date: _____ 200 _____

I RECEIVE \$ _____ PER MONTH FOR MY PERSONAL CARE ITEMS.

THIS AMOUNT _____ IS _____ IS NOT ENOUGH.

I HAVE THE FOLLOWING:	YES	NO	I WILL REPLACE IT ON (DATE)
TOOTHBRUSH (LESS THAN 3 MONTHS OLD)			
HAIR BRUSH			
COMB			
SHAMPOO			
BATH SOAP			
DEODORANT			
HAIR CARE PRODUCTS/ITEMS			
I NEED THE FOLLOWING:			

I HAVE RECEIVED TRAINING IN THE FOLLOWING AREAS:	YES	NO	HANDOUTS RECEIVED	
			YES	NO
REPLACING PERSONAL CARE ITEMS				
PERSONAL HYGIENE				
HOW TO CARE FOR PERSONAL CARE ITEMS				
HOW/WHEN TO USE OVER-THE-COUNTER MEDICATIONS				
FIRST AID				
EMERGENCY/NATURAL DISASTER PREPAREDNESS				

Agency:_____

THPP PARTICIPANT MONTHLY SURVEY
RECREATION / LEISURE

PARTICIPANTS NAME: _____ Date: _____ 200 _____

I RECEIVE \$ _____ FOR RECREATIONAL PURPOSES. THIS AMOUNT _____ IS _____ IS NOT ENOUGH.

THE AGENCY HAS MADE THE FOLLOWING AVAILABLE TO ME:	YES	NO	I HAVE USED THIS/THESE ITEM(S) THIS MONTH	
			YES	NO
READING MATERIAL				
GAMES				
TELEVISION				
VCR/DVD				
RADIO				
VHS/DVD MOVIES				
OTHER- DESCRIBE:				

THE AGENCY HAS MADE AVAILABLE OR PROVIDED ACCESS TO THE FOLLOWING ACTIVITIES	YES	NO	I PARTICIPATED IN THESE ACTIVITIES	
			YES	NO
MOVIES				
CONCERTS				
SPORTING EVENTS				
PARK/BEACH				
CULTURAL EVENTS				
MUSEUM				
ART EXHIBITS				
THEATER				
COMMUNITY EVENTS				
OTHER- DESCRIBE:				

I WOULD LIKE THE AGENCY TO PROVIDE ADDITIONAL RESOURCES/ACTIVITIES IN THE FOLLOWING AREAS:

_____.

THPP PARTICIPANT MONTHLY SURVEY

MEDICAL / DENTAL

PARTICIPANTS NAME: _____

Date: _____ 200_____

DESCRIPTION OF TRAINING	TYPE OF TRAINING (VERBAL, HANDS-ON, ETC.)	DATE RECEIVED	DESCRIPTION OF ADDITIONAL TRAINING REQUESTED	OTHER TRAINING RECEIVED	I RECEIVED HANDOUTS ON THIS MATERIAL	
					YES	NO
HOW TO USE MY MEDICAL CARD						
HOW TO MAKE AN APPOINTMENT WITH A DOCTOR						
WHO TO CALL FOR EMERGENCY MEDICAL CARE						
FIRST AID TRAINING						
HOW TO MAKE AN APPOINTMENT WITH A DENTIST						
WHO TO CALL FOR EMERGENCY DENTAL CARE						
HOW TO GET MEDICAL/DENTAL INSURANCE AFTER TRANSITION						
MEDICAL/DENTAL DEDUCTIBLES						
SUPPLEMENTAL INSURANCE						
LIFE INSURANCE						
COMMON ACHES/PAINS						
WHEN TO CALL A DOCTOR/DENTIST						
AGE APPROPRIATE CPR TRAINING (IF YOU HAVE A CHILD(REN)						

Agency: _____ THPP PARTICIPANT MONTHLY SURVEY
TRAINING / RESOURCES

PARTICIPANTS NAME: _____ Date: _____ 200 _____

DESCRIPTION OF TRAINING	TYPE OF TRAINING (VERBAL, HANDS-ON, ETC.)	DATE RECEIVED	DESCRIPTION OF ADDITIONAL TRAINING REQUESTED	OTHER TRAINING RECEIVED	I RECEIVED HANDOUTS ON THIS MATERIAL	
					YES	NO
TIME MANAGEMENT						
STUDY SKILLS						
EDUCATIONAL GOALS						
BASIC COMPUTER SKILLS						
OTHER-DESCRIBE:						
EDUCATIONAL ENRICHMENT PROGRAM FOR 2 HOURS EACH DAY						
OTHER:						

I HAVE THE FOLLOWING RESOURCES	YES	NO	IF NO, DESCRIBE WHY	DESCRIPTION OF ADDITIONAL TRAINING REQUESTED	DATE RECEIVED
ACCESS TO A COMPUTER AT MY UNIT/BUILDING					
LIBRARY CARD					
TUTOR					
MENTOR					
OTHER- DESCRIBE:					

I NEED _____ CREDITS TO GRADUATE. I _____ AM _____ AM NOT ON TRACK FOR GRADUATION. MY GPA IS _____. MY NEXT REPORT CARD IS DUE ON _____. THE AGENCY IS HELPING ME IN THE FOLLOWING WAY(S): _____.

I FILED A GRIEVANCE ON _____ DATE _____ REGARDING _____.

THPP DECLARATION OF COMPLIANCE REPORT

FOR THE MONTH OF: _____ 201__.

AGENCY NAME: _____

IN-SERVICE TRAINING RECEIVED THIS MONTH

MONTH/ DAY	TOPIC	NUMBER OF HOURS	PRESENTER	CREDENTIALS	NUMBER OF STAFF IN ATTENDANCE	HANDOUTS/ MATERIAL PROVIDED (Y OR N)

MONTHLY SOCIAL WORK, SOCIAL WORK SUPERVISOR AND DIRECT CARE STAFFING REPORT

POSITION	F/T OR P/T	NAME	ADDRESS	PHONE	DIRECT CARE		CERTIFIED	DECERT DATE	VOLUNTEER Y OR N
					YES	NO			
							YES	NO	

MONTHLY STAFFING SCHEDULE FOR EACH 24 HOUR PERIOD FOR ALL THPP STAFF

POSITION	PAID Y/N	STAFF NAME	MON HRS	TUE HRS	WED HRS	THU HRS	FRI HRS	SAT HRS	SUN HRS	DIRECT CARE Y/N	CERTIFIED Y/N

PROGRAM DIRECTOR: _____ DATE: _____

THPP DECLARATION OF COMPLIANCE REPORT

TO BE COMPLETED WHENEVER CONTRACTOR'S THPP STAFF IS TRAINED

AGENCY NAME: _____ TODAY'S DATE: _____

DESCRIPTION OF TRAINING:

TRAINING START TIME: _____ STOP TIME: _____ TOTAL DURATION: _____ Hours/Minutes

PERSON(S) CONDUCTING TRAINING:

NAME	TITLE OR POSITION	COMPANY/AGENCY NAME	ADDRESS	TELEPHONE

STAFF IN ATTENDANCE:

STAFF NAME	POSITION	WORK LOCATION/ADDRESS	SIGNATURE	DATE

TOTAL NUMBER IN ATTENDANCE: _____

PROGRAM DIRECTOR: _____
SIGNATURE

THPP DECLARATION OF COMPLIANCE

TO BE COMPLETED MONTHLY BY ALL CONTRACTOR STAFF RESPONSIBLE FOR THPP SERVICES AND DELIVERY

MY SIGNATURE BELOW INDICATES MY AGREEMENT TO COMPLY WITH ALL REGULATIONS WHICH APPLY TO THPP

[illegible]

PROGRAM DIRECTOR: _____ **DATE:** _____

SIGNATURE

THPP CERTIFIED EMPLOYEES / VOLUNTEERS REPORT

AGENCY NAME: _____ DATE: _____

AGENCY STAFF IS NOT ALLOWED UNDER ANY CIRCUMSTANCES TO HAVE DIRECT CONTACT WITH YOUTH UNTIL CERTIFICATION IS COMPLETED.

EMPLOYEE/VOLUNTEER NAME *	DATE BACKGROUND CHECK	CLEAR Y/N	DATE OF CHILD ABUSE INDEX	CLEAR Y/N	EDUCATION/ EXPERIENCE VERIFIED Y/N	POSITION	START DATE	HRS PER WEEK	PAID POSITION Y/N

I CERTIFY THAT THE ABOVE INFORMATION IS CORRECT.

PROGRAM DIRECTOR'S SIGNATURE _____ PRINT NAME _____ TODAY'S DATE _____

* PAGE TWO OF THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED TO COUNTY'S PROGRAM MANAGER FOR EACH EMPLOYEE/VOLUNTEER LISTED ABOVE.

THPP CERTIFIED EMPLOYEES / VOLUNTEERS REPORT

AGENCY NAME: _____

Print employee/volunteer name	Work Location	Position
<hr/>		
Employee/Volunteer Signature		Date

PROJECT ADMINISTRATOR SHALL ENSURE THAT EACH EMPLOYEE/VOLUNTEER LISTED ON PAGE ONE (1) COMPLETES AND SIGNS THE ABOVE.

ATTACH ADDITIONAL SHEETS AS NECESSARY.

THPP QUARTERLY REPORT

EXHIBIT A-24

AGENCY _____ DATE: _____

PARTICIPANT _____

ADDRESS _____

TELEPHONE: _____ DOB: _____ DOP: _____ EXPECTED TRANSITION DATE: _____

SOCIAL WORKER: _____ SOCIAL WORK SUPERVISOR: _____

OVERALL PHYSICAL HEALTH: _____ OVERALL PSYCHOLOGICAL HEALTH: _____

NUMBER OF COUNSELING SESSIONS DURING THE QUARTER: INDIVIDUAL _____ GROUP _____
TOTAL: _____

SUMMARIZE THE PARTICIPANT'S STRENGTHS AND NEEDS REGARDING OVERALL BEHAVIOR AND PROGRESS,
TREATMENT IMPLEMENTED AND PARTICIPANT'S RESPONSE.

THPP QUARTERLY REPORT

EXHIBIT A-24

Educational/Vocational Updates (Included anticipated graduation date):

Employment Updates (Include job search efforts and current employment status, hourly wage, employer, etc.):

If Participant is 19 or within 6 months of her/his 19th birthday, please describe efforts/activities to transition the Participant out of the Transitional Housing Placement Program:

ADDITIONAL COMMENTS TO QUARTERLY REPORT:

THPP QUARTERLY REPORT

EXHIBIT A-24

PERIOD: FROM _____ TO: _____

TILP GOALS	ACHIEVED	GOOD PROGRESS	NO PROGRESS	COMMENTS
TYPE				
UNIT				
SCHOOL/VOC. TRAINING				
PEERS				
STAFF				
COMMUNITY				
EMPLOYMENT				
OTHER:				

SOCIAL WORKER SIGNATURE _____ PRINT NAME _____

DATE: _____

PROGRAM DIRECTOR: _____ DATE: _____

PARTICIPANT: _____ DATE: _____

THPP ANNUAL REPORT

AGENCY NAME: _____ FOR THE YEAR _____

PARTICIPANT'S NAME	SEX	DOB	/ FOSTER	ETHNICITY	PLACEMENT ADDRESS	DESTINATION	REASON FOR LEAVING

SERVICES RECEIVED

PARTICIPANT'S NAME	AFTER CARE	JOB SERVICES	SUPPORT SERVICES	DENTAL	MEDICAL	VOCATIONAL	HSD /GED	COUNSELING	OTHER- DESCRIBE

PROJECTED SUCCESS

PARTICIPANT'S NAME	GOOD	FAIR	POOR

Additional page(s) are required to list services received and THPP Participant's projected success.

PROGRAM DIRECTOR: _____ DATE: _____

PARTICIPANT: _____ DATE: _____

THPP Decertification Report

AGENCY: _____ DATE: _____

THE FOLLOWING STAFF HAVE BEEN DECERTIFIED

STAFF NAME	POSITION	PAID Y/N	LOCATION	DATE DE- CERTIFIED	STILL EMPLOYED Y/N	NEW POSITION	LAST DAY OF DIRECT CONTACT WITH YOUTH

THE ABOVE NAME STAFF SHALL NOT HAVE DIRECT CONTACT WITH ANY THPP YOUTH.

PROGRAM DIRECTOR'S SIGNATURE

INTENTIONALLY LEFT BLANK

Procedural Guide

0500-501.20

RELEASE OF DCFS CASE RECORDS TO SERVICE PROVIDERS

Date Issued: **08/09/10**

☐ New Policy Release

☒ Revision of Existing Procedural Guide 0500-501.20, Release of DCFS Case Records to Service Providers, dated 09/01/06

Revision Made: **NOTE:** Current Revisions are Highlighted

Non-substantive revisions have been made to this Procedural Guide.

Cancels: None

DEPARTMENTAL VALUES

The procedures set forth in this Procedural Guide support the priority outcomes of safety for children, improved timelines to permanency. By Having policy and procedures on the sharing of case record information to service providers enhances the abilities of service providers to meet the needs of each child which supports child safety and placement stability which leads to timely permanency.

WHAT CASES ARE AFFECTED

This Procedural Guide is applicable to all new and existing referrals and cases.

OPERATIONAL IMPACT

Pursuant to Welfare and Institutions Code Section 827, Los Angeles Superior Court and Administratively Unified Courts Court Rules 17.1, and the Blanket Order re: Confidentiality of Juvenile Case Files and Public and Media Access dated July 11, 2006 all service providers (this includes caregivers, doctors, dentists, psychologists, and therapists/counselors) are entitled to access all case records/information necessary to assist service providers in the development and implementation of the child's and family's service plan improving their ability to provide our children with competent and comprehensive care and support the Department's efforts for reunification and permanence.

This Procedural Guide does not apply to cases involving the placement of a child in an adoptive home. See Procedural Guide 0200-509.25, Presentation of Child Information to Prospective Adoptive Parents.

A medical or mental health service provider may need to have access to juvenile case information, including the child's psychological records, medical/dental records, school records, court ordered visitation plan with family members, as well as family and placement information. Such information may be provided where it is determined that a medical or mental health service provider is providing treatment or supervision of a child. For instance, selected portions of a child's school records may be considered for release to a medical doctor where the child's school performance is being monitored in order to adjust a medication regimen. A medical or mental health service provider may not have access to any child abuse reports or the identity of the reporting party, attorney-client privileged information or any information regarding unrelated children contained in any case record documentation. Please see Procedural Guide 0500-501.20 Release of DCFS Case Records to Services Providers; Procedural Guide 0500-501.10 Releasing DCFS Case Record Information; and Welfare and Institutions Code Section 827, subdivision (k). See FYI 10-41, Exchanging Information with Health Care Treatment Providers.

If a CSW or SCSW has any questions or concerns regarding the release of information to any service provider, (s)he shall confer with the County Counsel assigned to the case.

Procedures

A. WHEN: A CAREGIVER REQUESTS CASE RECORDS

The term "caregiver" specifically includes foster family agencies (FFAs), group homes, foster parents, relative caregivers, non-relative extended family members and foster/adopt placements.

When attempting to locate a potential placement for a child, the CSW shall discuss the child's needs with a potential caregiver without disclosing the child's name or other personally identifying information.

Once a placement has been secured for a child, a DCFS 4389 is not required in order to release the DCFS 709. However, if the caregiver requires additional information, SCSW approval and a signed DCFS 4389 are required. A summary of case records that is to be released to a caregiver includes, but is not limited to:

- 1) school records;

NOTE: The DCFS 1399 is to be provided to the caregiver no later than 30 days after the initial placement. The summary shall include but not be limited to, the names and addresses of the child's educational provider, grade level performances and immunization records. A child's grade transcripts, individualized education plans (IEP) may be provided to that placement. For each subsequent placement, CSWs shall provide a current summary within 48 hours of placement.

- 2) information about a child's known dangerous past behavior;
- 3) the child's needs and assessment records;
- 4) routine medical/dental records pertinent to maintaining the health and safety of the child while in the caregiver's care;

NOTE: CSWs shall provide the caregiver with the child's current health summary. The summary shall include, but not be limited to, the name and address of the child's health and dental provider, known allergies and medical problems, current medication, past health problems and hospitalizations.

- 5) Psychological evaluations and mental health records if pertinent to maintaining the health and safety of the child while in the caregiver's care;

NOTE: CSWs may discuss the child's mental health records which includes but is not limited to, relevant mental health history, known mental health condition and medications, a multidisciplinary team member (physician, licensed psychologist, social worker with a master's degree in social work, or licensed marriage and family therapist), who has the responsibility for the child's medical or psychological care. A summary of the mental health records may be released to the multidisciplinary team once it has been established that such a team has been appointed and/or that the staff is part of the team as specified in WIC 18951.

CSWs must obtain the consent of the child, if the child is **12 years old or older** or the consent of the child's attorney, if the child is **younger than 12 years of age**, in order to provide mental health records to a professional (physician, licensed psychologist, social worker with a master's degree in social work, or licensed marriage and family therapist) who does have the medical or psychological responsibility for

the child's care where the child is placed.

CSWs must obtain the consent of the child if the child is 12 years or older, or the consent of the child's attorney if the child is younger than 12 years of age, in order to provide mental health records to any other representative where the child is placed.

CSWs must obtain the consent of the juvenile court if the parent or legal guardian of a child 11 years of age or younger is whereabouts' are unknown, if they are unable or refuse to sign the consent.

See Procedural Guide 0600-500.20, Protected Health Information/ Medical Information: Access and Sharing, for more information.

- 6) HIV/AIDS information if pertinent to maintaining the health and safety of the child while in the caregiver's care. For information regarding the release of HIV/AIDS records/information, see Procedural Guide 0500-504.10, Protection and Disclosure of HIV/AIDS Information;
- 7) family history if pertinent to maintaining the health and safety of the child while in the caregiver's care;
- 8) placement history if pertinent to maintaining the health and safety of the child while in the caregiver's care;
- 9) treatment plans for the child;
- 10) minute orders and court reports, (including the visitation plan for the child with his/her parents/guardians, relatives and siblings), CSWs may provide minute orders and visitation plans to the extent the minute order and visitation plan contain information concerning the child placed in the home of the caregiver. However, information that reference siblings or other third parties (including but not limited to parents, relatives, and other caregivers), who are not part of the visitation or case plan must be redacted.

The CSW shall not routinely release court reports to a caregiver. If the CSW feels that the caregiver's ability to provide competent care for the child would be significantly enhanced by providing information contained in a court report or minute order, the CSW shall provide the relevant information orally or transfer the information to another document such as the DCFS 709. However, information related to siblings and third parties that are not part of the treatment plan must be redacted. In addition, the CSW shall never provide any information that is not directly related to the ability of the caregiver to provide competent and comprehensive care for the child. If the CSW/SCSW has any questions or concerns regarding the release of any information or documents (s)he shall confer with the

County Counsel assigned to the case before releasing the information in question.

Case records/information that is not appropriate for release to the caregiver includes, but is not limited to:

- 1) information regarding any other person, including parents, siblings, and/or other unrelated children contained in the case record;

NOTE: Pursuant to WIC 16002(e)(2), CSWs shall provide the prospective adoptive parent with information about siblings of the child, except the address where the siblings of the child reside. However, this address may be disclosed by court order for good cause shown.

- 2) court-ordered 730 psychological/medical evaluations (unless ordered by the court);
- 3) child abuse reports and the identity of the reporting party if the caregiver **does not** meet the requirement of WIC 18951; and
- 4) any attorney/client privileged information.

CSW Responsibilities

1. Discuss the child's needs with a potential caregiver in non-identifying terms.
2. When a placement has been located, release the DCFS 709 at the time of placement.

NOTE: With SCSWs' oral approval, the child's medical, dental and school records may be released to the caregiver if pertinent to maintaining the health and safety of the child while in the caregiver's care. With SCSWs' approval and a signed DCFS 4389 on file the portion of the psychological records which discusses the treatment plan and goals for the child may be provided to the caregiver pertinent to maintaining the health and safety of the child while in the caregiver's care.

3. Photocopy only the records authorized for release. Review carefully, black-out any unauthorized information and photocopy the initial copy. Release the second copy and ensure that the initial altered copy is shredded.

B. WHEN: A MENTAL HEALTH SERVICE PROVIDER INCLUDING COURT ORDERED 730 EVALUATORS REQUEST CASE RECORDS INFORMATION

A medical or mental health service provider may need to have access to juvenile case information, including the child's psychological records, medical/dental records, school records, court ordered visitation plan with family members, as well as family and placement information. Such information may be provided where it is determined that a medical or mental health service provider is providing treatment or supervision of a child. See FYI 10-41, Exchanging Information with Health Care Treatment Providers.

The CSW shall discuss the mental health needs of the child with his/her SCSW and complete the required forms. For information regarding the procedure for obtaining a psychological evaluation, see Procedural Guides 0600-501.05, Psychological Testing of DCFS-Supervised Children and 0600-501.09, Consent for Mental Health and/or Developmental Assessment and Services.

NOTE: The Department of Mental Health is entitled to all case record information.

Information received by the CSW may be shared with agencies authorized to receive juvenile records when such agencies are providing or coordinating health care services and medical treatment of the child.

In general, authorization for disclosure of Protected Health Information (PHI) should be sought on new cases, or when a new medical, mental health or developmental need is identified at the same time that consent for treatment is obtained. See Procedural Guide 0600-501.09, Consent for Mental Health and/or Developmental Assessment and Services.

In order to provide mental health services or a comprehensive psychological assessment and treatment plan for a child, the mental health service provider, may have access to the child's psychological records, medical/dental records, school records, court-ordered visitation plan with family members, as well as family and placement histories.

A mental health services provider **may not** have access to any child abuse reports or the identity of the reporting party, attorney-client privileged information, or any information regarding unrelated children contained in any case record documentation.

For information regarding the procedure for releasing HIV/AIDS status information, see Procedural Guide 0500-504.10, Protection and Disclosure of HIV/AIDS Information.

CSW Responsibilities

1. Discuss the child's needs with the SCSW.
2. Discuss the child's needs in non-identifying terms with a potential mental health provider.
3. Obtain a signed DCFS 4389 from the potential mental health service provider if identifying information is requested and from the selected provider before releasing any requested information. File the DCFS 4389 in the Additional Services Documentation Folder.
4. Document any request for records in the Contact Notebook. Include the date, name, title, agency, address, and telephone number of the person making the request, the information requested and the reason for the request.
5. Discuss and obtain SCSW written approval for the release of records. Document SCSW's approval in the Case Notes. Print a hard copy of the documented written approval and give it to the SCSW for signature. File it in the Additional Services Documentation Folder.
6. Photocopy the records authorized for release. Review carefully, black-out any unauthorized information and photocopy the initial copy. Release the second copy and ensure that the initial altered copy is shredded.

C. WHEN: MEDICAL DOCTORS AND DENTISTS REQUEST CASE RECORD INFORMATION

A medical or mental health service provider may need to have access to juvenile case information, including the child's psychological records, medical/dental records, school records, court ordered visitation plan with family members, as well as family and placement information. Such information may be provided where it is determined that a medical or mental health service provider is providing treatment or supervision of a child. See FYI 10-41, Exchanging Information with Health Care Treatment Providers.

Medical doctors require copies of the medical history for the family and all medical records for the child in order to provide comprehensive health care services for the child. Selected portions of a child's school records may be considered for release if the child's school performance is being monitored in order to adjust a medication regimen.

Medical doctors may not have access to any child abuse reports or the identity of the reporting party, the child's psychological records unless the doctor is a psychiatrist, any educational, psychological or medical records for other family members, any attorney client privileged information, or any information regarding siblings or other unrelated children referenced in the case records.

A dentist providing services to the child may have copies of all available dental records. If an invasive procedure is deemed necessary, the dentist may have access to selected medical record information that could have an impact on the procedure being considered.

For information regarding the release of HIV/AIDS status, see Procedural Guide 0500-504.10, Protection and Disclosure of HIV/AIDS Information and 0600-500.20, Protected Health Information/Medical Information: Access and Sharing

CSW Responsibilities

1. Discuss the child's health care needs with the SCSW.
2. Discuss the child in non-identifying terms with a potential health service provider.
3. Obtain a signed DCFS 4389 from the potential health service provider if identifying information is requested and from the selected health service provider before releasing any requested information. File it in the Additional Services Documentation Folder.
4. Document any request for records in the Contact Notebook. Include the date, name, title, agency, address, phone number of the person making the request, the information requested, and the reason for the request.
5. Discuss and obtain SCSW written approval for the release of the required records. Document SCSW's approval in the Case Notes section in CWS/CMS. Print a hard copy of the documentation and give it to the SCSW for signature. File it in the Additional Services Documentation Folder.
6. Photocopy the requested records. Review carefully, black-out any unauthorized information and photocopy the initial copy. Release the second copy and ensure that the initial altered copy is shredded.

D. WHEN: SCHOOLS REQUEST RECORDS

The school system is expected to obtain the child's school records from the previous school. If for some reason the school records (including immunization records) are unavailable, the caregiver may release only those records necessary to secure the most appropriate educational setting or complete the school record. Pursuant to Education Code Section 48853.5(d)(4)(B), the new school shall immediately enroll the foster child even if the foster child is unable to produce records or clothing normally required for enrollment, such as previous academic records, medical records, proof of residency, other documentation, or school uniforms.

**E. WHEN: A PRIVATE ADOPTION AGENCIES PERFORMING
ADOPTION HOME STUDIES REQUEST RECORDS**

For purposes of completing adoption home studies the Department shall utilize only adoption agencies that are licensed by the state in which they provide services.

All identifying information regarding the birth parents shall be withheld unless a consent to release form (an AD 100 or equivalent), authorizing release of their identities and signed by both parents, is filed in the case record. If only one parent signs the consent form all identifying information regarding the other parent must be withheld.

The adopting family must also provide a signed release form (an AD 100 or equivalent) allowing the Department to release information about their family to the adoption agency providing the service.

In order to complete an accurate and comprehensive adoptive home study the adoption agency completing the home study must be provided with the information given to the adopting parents regarding the child as well as information regarding the family that is adopting the child. The following information shall be considered for release:

1. school records;
2. child needs assessment records;
3. routine medical/dental records;
4. only the relevant information contained in the recommendations section of any psychological evaluation for the child;
5. treatment plans for the child; and
6. court-ordered visitation plan for the child with his/her parents/guardians and siblings, if any.

See Procedural Guide 0200-509.25, Presentation of Child Information to Prospective Adoptive Parents, for further information.

APPROVAL LEVELS

Section	Level	Approval
A.	SCSW	DCFS 709 and DCFS 4389
B. & C.	SCSW	DCFS 4389
D & E.		None

OVERVIEW OF STATUTES/REGULATIONS

Family Code Section 8706,

- a) An agency may not place a child for adoption unless a written report on the child's medical background and, if available, the medical background of the child's biological parents so far as ascertainable, has been submitted to the prospective adoptive parents and they have acknowledged in writing the receipt of the report.
- b) The report on the child's background shall contain all known diagnostic information, including current medical reports on the child, psychological evaluations, and scholastic information, as well as all known information regarding the child's developmental history and family life.
- c)
 - (1) The biological parents may provide a blood sample at a clinic or hospital approved by the State Department of Health Services. The biological parents' failure to provide a blood sample shall not affect the adoption of the child.
 - (2) The blood sample shall be stored at a laboratory under contract with the State Department of Health Services for a period of 30 years following the adoption of the child.
 - (3) The purpose of the stored sample of blood is to provide a blood sample from which DNA testing can be done at a later date after entry of the order of adoption at the request of the adoptive parents or the adopted child. The cost of drawing and storing the blood samples shall be paid for by a separate fee in addition to the fee required under Section 8716. The amount of this additional fee shall be based on the cost of drawing and storing the blood samples but at no time shall the additional fee be more than one hundred dollars (\$100).
- d)
 - (1) The blood sample shall be stored and released in such a manner as to not identify any party to the adoption.
 - (2) Any results of the DNA testing shall be stored and released in such a manner as to not identify any party to the adoption.

Family Code Section 9200

- a) The petition, relinquishment or consent, agreement, order, report to the court from any investigating agency, and any power of attorney and deposition filed in the office of the clerk of the court pursuant to this part is not open to inspection by any person other than the parties to the proceeding and their attorneys and the department, except upon the written authority of the judge of the superior court. A judge of the superior court may not authorize anyone to inspect the petition, relinquishment or consent, agreement, order, report to the court from any investigating agency, or power of attorney or deposition or any portion of any of these documents, except in exceptional circumstances and for good cause approaching the necessitous. The petitioner may be

required to pay the expenses for preparing the copies of the documents to be inspected.

- b) Upon written request of any party to the proceeding and upon the order of any judge of the superior court, the clerk of the court shall not provide any documents referred to in this section for inspection or copying to any other person, unless the name of the child's birth parents or any information tending to identify the child's birth parents is deleted from the documents or copies thereof.
- c) Upon the request of the adoptive parents or the child, a clerk of the court may issue a certificate of adoption that states the date and place of adoption, the child's birth date, the names of the adoptive parents, and the name the child has taken. Unless the child has been adopted by a stepparent, the certificate shall not state the name of the child's birth parents.

Family Code Section 9201

- a) Except as otherwise permitted or required by statute, neither the department nor a licensed adoption agency shall release information that would identify persons who receive, or have received, adoption services.
- b) Employees of the department and licensed adoption agencies shall release to the department at Sacramento any requested information, including identifying information, for the purposes of record keeping and monitoring, evaluation, and regulation of the provision of adoption services.
- c) Prior to the placement of a child for adoption, the department or licensed adoption agency may, upon the written request of both a birth and a prospective adoptive parent, arrange for contact between these birth and prospective adoptive parents that may include the sharing of identifying information regarding these parents.
- d) The department and any licensed adoption agency may, upon written authorization for the release of specified information by the subject of that information, share information regarding a prospective adoptive parent or birth parent with other social service agencies, including the department and other licensed adoption agencies, or providers of health care as defined in Section 56.05 of the Civil Code.
- e) Notwithstanding any other law, the department and any licensed adoption agency may furnish information relating to an adoption petition or to a child in the custody of the department or any licensed adoption agency to the juvenile court, county welfare department, public welfare agency, private welfare agency licensed by the department, provider of foster care services, potential adoptive parent, or provider of health care as defined in Section 56.05 of the Civil Code, if it is believed the child's welfare will be promoted thereby.
- f) The department and any licensed adoption agency may make adoptions case records, including identifying information, available for research purposes, provided that the research will not result in the disclosure of the identity of the child or the parties to the adoption to anyone other than the entity conducting the research.

Health and Safety Code Section 1530.6

Notwithstanding any other provision of law, persons licensed pursuant to this chapter to provide residential foster care to a child either placed with them pursuant to order of the juvenile court or voluntarily placed with them by the person or persons having legal custody of such child, may give the same legal consent for that child as a parent except for the following: (1) marriage; (2) entry into the armed forces; (3) medical and dental treatment, except that consent may be given for ordinary medical and dental treatment for such child, including, but not limited to, immunizations, physical examinations, and X-rays; and (4) if the child is voluntarily placed by the parent or parents, those items as are agreed to in writing by the parties to the placement. To this effect, the state department shall prescribe rules and regulations to carry out the intent of this section. This section does not apply to any situation in which a juvenile court order expressly reserves the right to consent to those activities to the court.

Welfare and Institutions Code 827

(a)(1) Except as provided in Section 828, a case file may be inspected only by the following:

- (A) Court personnel. (
- (B) The district attorney, a city attorney, or city prosecutor authorized to prosecute criminal or juvenile cases under state law.
- (C) The minor who is the subject of the proceeding.
- (D) His or her parents or guardian.
- (E) The attorneys for the parties, judges, referees, other hearing officers, probation officers, and law enforcement officers who are actively participating in criminal or juvenile proceedings involving the minor.
- (F) The superintendent or designee of the school district where the minor is enrolled or attending school.
- (G) (Members of the child protective agencies as defined in Section 11165.9 of the Penal Code.
- (H) The State Department of Social Services to carry out its duties pursuant to Division 9 (commencing with Section 10000), and Part 5 (commencing with Section 7900) of Division 12, of the Family Code to oversee and monitor county child welfare agencies, children in foster care or receiving foster care assistance, and out-of-state placements.
- (I) Authorized legal staff or special investigators who are peace officers who are employed by, or who are authorized representatives of, the State Department of Social Services, as necessary to the performance of their duties to inspect, license, and investigate community care facilities, and to ensure that the standards of care and services provided in those facilities are adequate and appropriate and to ascertain compliance with the rules and regulations to which the facilities are subject. The confidential information shall remain confidential except for purposes of inspection, licensing, or investigation

pursuant to Chapter 3 (commencing with Section 1500) and Chapter 3.4 (commencing with Section 1596.70) of Division 2 of the Health and Safety Code, or a criminal, civil, or administrative proceeding in relation thereto. The confidential information may be used by the State Department of Social Services in a criminal, civil, or administrative proceeding. The confidential information shall be available only to the judge or hearing officer and to the parties to the case. Names that are confidential shall be listed in attachments separate to the general pleadings. The confidential information shall be sealed after the conclusion of the criminal, civil, or administrative hearings, and may not subsequently be released except in accordance with this subdivision. If the confidential information does not result in a criminal, civil, or administrative proceeding, it shall be sealed after the State Department of Social Services decides that no further action will be taken in the matter of suspected licensing violations. Except as otherwise provided in this subdivision, confidential information in the possession of the State Department of Social Services may not contain the name of the minor.

- (J) Members of children's multidisciplinary teams, persons, or agencies providing treatment or supervision of the minor.
- (K) A judge, commissioner, or other hearing officer assigned to a family law case with issues concerning custody or visitation, or both, involving the minor, and the following persons, if actively participating in the family law case: a family court mediator assigned to a case involving the minor pursuant to Article 1 (commencing with Section 3160) of Chapter 11 of Part 2 of Division 8 of the Family Code, a court-appointed evaluator or a person conducting a court-connected child custody evaluation, investigation, or assessment pursuant to Section 3111 or 3118 of the Family Code, and counsel appointed for the minor in the family law case pursuant to Section 3150 of the Family Code. Prior to allowing counsel appointed for the minor in the family law case to inspect the file, the court clerk may require counsel to provide a certified copy of the court order appointing him or her as the minor's counsel.
- (L) A court-appointed investigator who is actively participating in a guardianship case involving a minor pursuant to Part 2 (commencing with Section 1500) of Division 4 of the Probate Code and acting within the scope of his or her duties in that case.
- (M) A local child support agency for the purpose of establishing paternity and establishing and enforcing child support orders.
- (N) Juvenile justice commissions as established under Section 225. The confidentiality provisions of Section 10850 shall apply to a juvenile justice commission and its members.
- (O) Any other person who may be designated by court order of the judge of the juvenile court upon filing a petition.
 - (1) Notwithstanding any other law and subject to subparagraph (A) of paragraph
 - (2) juvenile case files, except those relating to matters within the jurisdiction of the court pursuant to Section 601 or 602, that pertain to a deceased

child who was within the jurisdiction of the juvenile court pursuant to Section 300, shall be released to the public pursuant to an order by the juvenile court after a petition has been filed and interested parties have been afforded an opportunity to file an objection. Any information relating to another child or which could identify another child, except for information about the deceased, shall be redacted from the juvenile case file prior to release, unless a specific order is made by the juvenile court to the contrary. Except as provided in this paragraph, the presiding judge of the juvenile court may issue an order prohibiting or limiting access to the juvenile case file, or any portion thereof, of a deceased child only upon a showing that release of the juvenile case file or any portion thereof is detrimental to the safety, protection, or physical or emotional well-being of another child who is directly or indirectly connected to the juvenile case that is the subject of the petition. (3) Access to juvenile case files pertaining to matters within the jurisdiction of the juvenile court pursuant to Section 300 shall be limited as follows:

- (A) If a juvenile case file, or any portion thereof, is privileged or confidential pursuant to any other state law or federal law or regulation, the requirements of that state law or federal law or regulation prohibiting or limiting release of the juvenile case file or any portions thereof shall prevail. Unless a person is listed in subparagraphs (A) to (N), inclusive, of paragraph (1) and is entitled to access under the other state law or federal law or regulation without a court order, all those seeking access, pursuant to other authorization, to portions of, or information relating to the contents of, juvenile case files protected under another state law or federal law or regulation, shall petition the juvenile court. The juvenile court may only release the portion of, or information relating to the contents of, juvenile case files protected by another state law or federal law or regulation if disclosure is not detrimental to the safety, protection, or physical or emotional well-being of a child who is directly or indirectly connected to the juvenile case that is the subject of the petition. This paragraph shall not be construed to limit the ability of the juvenile court to carry out its duties in conducting juvenile court proceedings.
 - (B) Prior to the release of the juvenile case file or any portion thereof, the court shall afford due process, including a notice of and an opportunity to file an objection to the release of the record or report to all interested parties.
- (3) A juvenile case file, any portion thereof, and information relating to the content of the juvenile case file, may not be disseminated by the receiving agencies to any persons or agencies, other than those persons or agencies authorized to receive documents pursuant to this section. Further, a juvenile case file, any portion thereof, and information relating

to the content of the juvenile case file, may not be made as an attachment to any other documents without the prior approval of the presiding judge of the juvenile court, unless it is used in connection with and in the course of a criminal investigation or a proceeding brought to declare a person a dependent child or ward of the juvenile court.

- (b) (1) While the Legislature reaffirms its belief that juvenile court records, in general, should be confidential, it is the intent of the Legislature in enacting this subdivision to provide for a limited exception to juvenile court record confidentiality to promote more effective communication among juvenile courts, family courts, law enforcement agencies, and schools to ensure the rehabilitation of juvenile criminal offenders as well as to lessen the potential for drug use, violence, other forms of delinquency, and child abuse...

Welfare and Institutions Code Section 16002 (e)(2),

- (e) If parental rights are terminated and the court orders a dependent child to be placed for adoption, the licensed county adoption agency or the State Department of Social Services shall take all of the following steps to facilitate ongoing sibling contact, except in those cases provided in subdivision (b) where the court determines by a preponderance of the evidence that sibling interaction is detrimental to the child: ...
 - (2) Provide prospective adoptive parents with information about siblings of the child, except the address where the siblings of the children reside. However, this address may be disclosed by court order for good cause shown.

Welfare and Institutions Code Section 16010 (a) & (c),

- (a) When a child is placed in foster care, the case plan for each child recommended pursuant to Section 358.1 shall include a summary of the health and education information or records, including mental health information or records, of the child. The summary may be maintained in the form of a health and education passport, or a comparable format designed by the child protective agency. The health and education summary shall include, but not be limited to, the names and addresses of the child's health, dental, and education providers, the child's grade level performance, the child's school record, assurances that the child's placement in foster care takes into account proximity to the school in which the child is enrolled at the time of placement, a record of the child's immunizations and allergies, the child's known medical problems, the child's current medications, past health problems and hospitalizations, a record of the child's relevant mental health history, the child's known mental health condition and medications, and any other relevant mental health, dental, health, and education information concerning the child determined to be appropriate by the Director of Social Services. If any other provision of law imposes more stringent information requirements, then that section shall prevail.

- (c) As soon as possible, but not later than 30 days after initial placement of a child into foster care, the child protective agency shall provide the caretaker with the child's current health and education summary as described in subdivision (a). For each subsequent placement, the child protective agency shall provide the caretaker with a current summary as described in subdivision (a) within 48 hours of the placement.

Blanket Order re: Confidentiality of Juvenile Case Files and Public and Media Access, dated July 11, 2006

LINKS

California Code	http://www.leginfo.ca.gov/calaw.html
Division 31 Regulations	http://www.cdss.ca.gov/ord/PG309.htm
Title 22 Regulations	http://www.dss.cahwnet.gov/ord/PG295.htm

RELATED POLICIES

[Procedural Guide 0080-505.20](#), Health and Education Passport (HEP)
[Procedural Guide 0100-510.61](#), Placement Process, Responsibilities and Procedures
[Procedural Guide 0100-520.10](#), Evaluating a Prospective Caregiver
[Procedural Guide 0100-520.50](#), Assessment of a Potential Caregiver's Ability to Meet a Child's Needs
[Procedural Guide 0200-509.25](#), Presentation of Child Information to a Prospective Adoptive Family
[Procedural Guide 0200-509.36](#), Supervision of Post-Adopt and Adoptive Placements
[Procedural Guide 0200-518.10](#), Post-Adoption Service (PAS) Release of Information after Adoption is Final
[Procedural Guide 0500-501.10](#), Release of DCFS Case Record Information
[Procedural Guide 0500-504.10](#), Protection and Disclosure of HIV/AIDS Information
[Procedural Guide 0600-500.20](#), Protected Health Information/Medical Information: Access and Sharing
[Procedural Guide 0600-501.05](#), Psychological Testing of DCFS-Supervised Children
FYI 10-41, Exchanging Information with Health Care Treatment Providers

FORM(S) REQUIRED/LOCATION

HARD COPY

None

LA Kids:

[DCFS 280](#), Technical Assistant Action Request
[DCFS 709](#), Foster Child's Needs and Case Plan Summary [DCFS 1399](#), Notification to School of Child's Placement Status
[DCFS 4389](#), Declaration in Support of Access to Juvenile Records

AD forms can be accessed through the State of CDSS Forms Index

AD 100, Authorization For Use And/Or Disclosure of Health Information Independent Adoption Program (via the link to State Adoption forms)

CWS/CMS:

Case Notes Contact
Notebook Health
Notebook
DCFS 280, Technical Assistant Action Request
DCFS 709, Foster Child's Needs and Case Plan Summary

SDM:

None

Procedural Guide

0500-509.10

PERMISSION TO VIDEOTAPE, PHOTOGRAPH, VOICE RECORD OR INTERVIEW CHILDREN

Date Issued: **08/09/10**

☐ New Policy Release

☒ Revision of Existing Procedural Guide 0500-509.10, Permission To Videotape, Photograph, Voice Record Or Interview Children, dated 04/18/07

Revision Made: **NOTE: Current Revisions are Highlighted**

This Procedural Guide has been revised to reflect current practice.

Cancels: None

DEPARTMENTAL VALUES

This procedural Guide supports the Department's efforts to achieve timely permanency for children.

WHAT CASES ARE AFFECTED

This Procedural Guide is applicable to all new and existing referrals and cases.

OPERATIONAL IMPACT

Pursuant to Los Angeles Superior Courts and the Administratively Unified Courts, Court Rule 17.2, any person seeking to interview, photograph, videotape or voice record a child, who the person knows, or has reason to know, is under juvenile court jurisdiction and has been removed from the physical custody of the parent/legal guardian, shall **obtain a court order prior to contacting** the child from the Presiding Judge of the Juvenile Court.

At least five days before the request is filed, the agency or individual must notice all parties involved. Any involved party, including DCFS, may file an objection at that time.

The court may deny the petition, grant the petition over an objection, and/or alter the conditions set forth in the original petition.

If a representative of the media or a research project petitions the court for access to DCFS case records, the CSW shall consult with County Counsel on how to proceed.

Procedures

A. WHEN: MEDIA REQUESTS DIRECT ACCESS TO CHILDREN SUPERVISED BY DCFS

The Office of Public Affairs is responsible for ensuring that all contact between media representatives and children supervised by the Department is both legal and appropriate.

When the media is expected to cover an event that will include a large number of children supervised by DCFS the Office of Public Affairs will submit a blanket petition to the Juvenile Court requesting permission for the media to include DCFS children during their coverage of the event for their news agency.

If a representative of the media has petitioned the court and the court has granted the media representative permission to photograph/interview/record a child supervised by DCFS, the child/parent/relative/attorney/ or personnel of detention facilities or placements are not obligated to agree to an interview or to provide information. Conversely, the child/parent/relative has the right to initiate contact with a representative of the media without a court order and to provide the media with information regarding their personal history.

Once the Juvenile Court has granted the media representative's petition to photograph/interview/record a specific child, the CSW may not deny the media representative access to the child. However, the child continues to have the right to refuse to be photographed/interviewed/recorded. If the CSW is provided with new information which demonstrates that the child should not be photographed/ interviewed/ recorded the CSW must petition the court to overturn the original petition and **only if it is granted may** the CSW deny the media representative access to the child. The CSW should anticipate a two week delay between the time the petition is filed and the Judge hears the case.

Case Carrying CSW Responsibilities

1. When a request to photograph/interview/record a child is received from a representative of the media, discuss the request with the person calling to determine if it is appropriate. Refer the person making the request to the Office of Public Affairs at (213) 351-5779.

2. Document the request for access in the Contact Notebook. Include the requesting party's name, title, agency and phone number and the stated reason for the request.
3. If the media is expected to be present during an event that will include DCFS-supervised children, contact the Office of Public Affairs at (213) 351-5779 and verify that a blanket petition has been granted allowing the media to include DCFS-supervised children in their coverage of the event.
4. When a notice of hearing is received regarding a petition to photograph/interview/record a specific child, discuss the matter with the SCSW, County Counsel assigned to the case, the caregiver, the child's attorney, the child's therapist (if applicable) and the child to determine the advisability of allowing media access to the child.

NOTE: County Counsel will file an objection if it is warranted. The child's attorney may also file an objection.

5. If the petition is granted, obtain a copy of the court order and review it to determine the conditions under which the child is to be photographed, interviewed, or recorded. File the court order in the Court Documents Folder.
6. Discuss the request with the child to determine if the child continues to be willing to participate. If the child is unwilling to participate, inform the SCSW and the representative of the media.
7. If the child is willing to participate, the CSW or the caregiver shall be present during the event to ensure that the court order is honored.
8. Document all contacts in the Contact Notebook. See Procedural Guide 0400-503.05, Standards for Documenting Contacts.

B. WHEN: RESEARCH PROJECTS THAT REQUIRE DIRECT ACCESS TO DCFS-SUPERVISED CHILDREN

The Business Information Systems (BIS) Division Research & Statistics Section, in conjunction with the Services Bureaus is responsible for determining the appropriateness of any proposed research projects that involve children supervised by DCFS. If the proposed research would place an undue burden on the field worker or if the research would not provide DCFS with valuable information, the research project will be rejected.

The Research & Statistics Section may consult with the Office of the County Counsel and Children's Law Center of Los Angeles (CLC) and/or Los Angeles Dependency Lawyers (LADL) prior to filing the petition to seek court permission to carryout a proposed research project that involve children supervised by DCFS to determine if there are any legal issues that must be addressed.

The petition contains a description of the research project and the manner in which the issues will be addressed with the child. Once the court has granted the petition the petitioner may begin making contact with the CSWs whose children fall within the parameters of the approved research project. Any child may decline to participate in a research project or withdraw from an ongoing research project. However, once the court has granted a petition, the CSW may not refuse to allow a specific child to participate in the research project.

Case Carrying CSW Responsibilities

1. Document any request for access to a specific child for research purposes in the Contact Notebook. Include the name, title, and organizational affiliation of the person calling, their phone number and address and a brief description of the research project. See Procedural Guide 0400-503.05, Standards for Documenting Contacts.
2. Contact the Business Information Systems (BIS) Division Research & Statistics Section at (213) 351-5696 and verify that the project has received DCFS and court administrative approval.
3. Obtain a copy of the petition and the court order and file both in the Court Documents Folder.
4. Discuss the matter with the child to determine the child's willingness to participate in the research project. The child has the right to decline to participate.
5. If the child agrees to participate, discuss the matter with the child's caregiver, doctor (if appropriate) and therapist (if applicable) to determine if there are any potential adverse consequences to allowing the child to participate.
 - a) Confer with SCSW if there are concerns about allowing the child to participate.
 - b) Confer with the assigned County Counsel and ask that (s)he file a petition requesting that the specified child be exempted from the research project.
 - c) If a petition is filed requesting that the child be exempted from participation in a research project, contact the representative from the research project and inform them that the child will not be available until the court has addressed the petition.

- i. If the court grants the petition, inform the research project personnel that the specific child has been exempted from participation.
 - ii. If the court denies the petition, allow the child to participate in the research project.
6. If the court order includes access to case records/information, contact the supervisor of the Subpoena and Redacting Division, which is housed in the office of the County Counsel, for assistance in preparing the records for release.
7. Document all contacts with the child, caregiver and research project staff, etc. See Procedural Guide 0400-503.05, Standards for Documenting Contacts.
8. Document conversations with County Counsel in the CWS/CMS Case Notes. Label these conversations by using the following notation "Confidential Attorney-Client Communication" at the beginning of each entry.
9. Document the child's participation in the Contact Notebook.

C: WHEN: SPECIAL BLANKET ORDER FOR PRE-ADOPTIVE PUBLICITY FOR ADOPTIVE PLACEMENT

On 1/30/03 the Presiding Judge of the Juvenile Court, signed a blanket order allowing DCFS supervised children to participate in adoptive recruitment events such as "Wednesday's Child", or adoption fairs, under specific circumstances.

The order states that confidentiality is waived only if the event is expected to promote positive publicity on behalf of the individual child for recruitment purposes and only if the child has been freed for adoption or reunification services have been terminated and either adoption has been identified as the permanent plan or the child would benefit from the more permanent plan of adoption. No details of the child's underlying dependency court case may be disclosed and may not be discussed with the child during an interview.

If the child's attorney or the child's treating professional have concerns regarding the advisability of allowing the child to participate in the specified event the matter will be referred to the assigned Adoption and Permanency Resources Division (APRD) CSW for resolution. If the concerns cannot be resolved, the child's attorney may seek a court hearing to address the issue in court.

Case Carrying CSW Responsibilities

1. Determine if the child has been freed for adoption or the permanent plan for the child is adoption or although PPLA is the plan, the child would benefit from the more permanent plan of adoption.

2. Verify that the event will promote positive publicity for the child and will promote permanency for the child.
3. Consult with your SCSW regarding the child's participation in the event.
4. Consult with the child to determine his or her interest in participating. The child has the option to decline to participate.
5. Notify the child's attorney, either in writing or by phone no later than 10 days prior to the scheduled event, unless the invitation to participate in the event is unexpected, inform the child's attorney no less than 24 hours of the event. See Procedural Guide 0300-506.08, Communications With A Child's Attorney.
6. Consult any professional who is providing treatment for the child regarding the advisability of allowing the child to participate.

NOTE: If the child's treating professional has expressed concerns regarding the child's participation in an adoption event, the issue should be referred to the APRD CSW for resolution among the child's attorney, Case-carrying CSW and treating professional.

7. If the attorney objects, discuss the attorney's objection with your SCSW.
8. Consult with the child's attorney regarding his or her objection. If the child's attorney continues to object, the child's attorney will need to file a petition with the court to prevent the child's participation.

NOTE: CSW and the Placement and Recruitment Unit (PRU) representative shall ensure that all media representatives covering the event adhere to the provisions of this blanket order.

9. Document all contacts with the child, caregiver child's attorney, etc. See Procedural Guide 0400-503.05, Standards for Documenting Contacts.
10. Document the child's participation in the Contact Notebook.

APPROVAL LEVELS

Section	Level	Approval
A.-C.	None	

OVERVIEW OF STATUTES/REGULATIONS

Los Angeles Superior Court and the Administratively Unified Courts Court Rules 17.2

Public And Media Access

(c) Requests for Interviewing, Photographing, Videotaping, or Voice Recording of Dependent/Delinquent Children. A person or media representative must obtain a court order from the Presiding Judge of the Juvenile Court prior to contacting a child if:

- (1) The person or media representative seeks to interview, photograph, videotape or voice record a child, who the person knows, or has reason to know, is under juvenile court jurisdiction and has been removed from the physical custody of the parent or legal guardian, and
- (2) Confidential information regarding the child's case or dependency or wardship status may or will be disclosed as a result of the interviewing, photographing, videotaping, or voice recording. Requests may be sent to:

Juvenile Court Presiding Judge's Office
Edmund D. Edelman Children's Court
201 Centre Plaza Dr., Suite 3
Monterey Park, California 91754-2158
FAX: (323) 881-3794.

- (3) Access to Dependent or Delinquent Children Without Court Permission. This rule does not prevent dependent or delinquent children from initiating contact with any person or media representative without court permission. Additionally, this rule does not limit contact between any person or media representative and families, attorneys, detention facilities, or court-ordered placements without court permission.
- (4) (4) Right to Refuse. Conversely, nothing in this rule is intended to suggest that children, their families, attorneys, or personnel of detention facilities or placements have any obligation to agree to an interview or to provide information to media representatives.
- (5) Request Forms. Request forms ("Requests") [Appendix 2] are available at:

Superior Court Clerk's Office
Edmund D. Edelman Children's Court
201 Centre Plaza Drive
Second Floor, Room 2700
Monterey Park, CA 91754-2158
(323) 526-6645

Failure to complete all sections of the form with specific information may result in a denial of the request without prejudice.

- (6) Notice. At least five calendar days before the Request is filed with the court, the person initiating the Request shall serve, or attempt to serve, a copy on the appropriate parties either personally, by fax, or by first class mail.

In dependency proceedings, notice shall be served on: the child, attorney of record for the child who remains a dependent of the court, parent(s) or guardian(s) of the child who is under 18 years of age or their attorney, County Counsel, and Department of Children and Family Services ("DCFS").

In delinquency proceedings, notice shall be served on: the child, attorney of record for the child who remains a ward of the court, parent(s) or guardian(s) of the child who is under 18 years of age, District Attorney, and Probation Department.

- a) Objections. Any objections to the petitioner's Request shall be submitted in writing to, and received by, the Juvenile Court Presiding Judge no later than: (a) 15 calendar days after date of service, if served by fax, electronic mail, or personal service, or (b) 20 calendar days after date of service, if served by mail. In order to receive a copy of the court's decision on the Request, the person/agency filing an objection shall include a self-addressed envelope.
- i) Time for Objection Shortened for Good Cause. Petitioner may request the time allowed for objections to be shortened. Petitioner must provide timely notice to ensure any person/agency has an opportunity to object, and establish good cause why the objection period should be shortened. The Presiding Judge of the Juvenile Court will approve or deny the request based on whether good cause has been established in the Request, or the matter may be set for a hearing.
- (7) Ex Parte Requests. The Presiding Judge may grant a Request on an *ex parte* basis, without notice as defined in Rule 17.2(c)(6), if it is shown by declaration or affidavit that good cause exists why required notice could not be given or should not be given.
- (8) Evaluation on Case-by-Case Basis.
- a) Detrimental to Child's Best Interests. The Presiding Judge, or his or her designee, shall not deny the Request unless the court finds a reasonable likelihood that the requested contact will be detrimental to the child's best interests.
- b) Burden of Proof. The burden of showing detriment to the child shall be on the person or agency opposing the Request.
- c) Factors Court May Consider. In making its determination, the court may consider, but is not limited to, the following factors: age of the child, nature

of the allegations in the case, child's expressed desire, child's physical and emotional health, extent of the present or expected publicity and its effect, if any, on the child and his or her family.

- d) Protective Orders. Where it is necessary to protect the best interests of a child, the court may issue additional protective orders to maintain the confidentiality of the child's name and/or identity.
- (9) Prompt Determination of Request. The court shall make a determination on the Request, or set a hearing, within 5 court days of the final day for filing oppositions.
- (10) Particularized Findings Where Request Is Denied. If the court denies the Request, it shall issue particularized findings as to why such denial is necessary to serve the child's best interests.

LINKS

California Code	http://www.leginfo.ca.gov/calaw.html
Division 31 Regulations	http://www.cdss.ca.gov/ord/PG309.htm
Title 22 Regulations	http://www.dss.cahwnet.gov/ord/PG295.htm

RELATED POLICIES

[Procedural Guide 0500-501.10](#), Releasing DCFS Case Record Information

FORM(S)

REQUIRED/LOCATION Hard Copy None

LA Kids: None

CWS/CMS: Contact Notebook

SDM: None

THPP Entry Assessment

Name: _____

Age: _____ Your expected transition date: _____

Agency Name: _____

I currently attend: _____

I expect to graduate on _____

I am ____ am not ____ currently employed.

I am ____ am not ____ currently in an apprentice program.

I am ____ am not ____ currently enrolled in vocational school and/or college.

Upon graduation from high school I plan on: (check all that apply)

__ going to college __ getting a full-time job __ going to vocational school

__ joining the military __ other

My goals are:

1. _____

2. _____

3. _____

4. _____

I ____ have ____ don't have at least one adult in my life who I can ask for support, guidance and advice.

If you have someone or several people who support you, please list:

Name: _____ Relationship: _____

Phone: _____

Address: _____

E-mail: _____

Length of Time Known: _____ Verified: __ Yes __ No Date: _____

Name: _____ Relationship: _____

Phone: _____

Address: _____

E-mail: _____

Length of Time Known: _____ Verified: __ Yes __ No Date: _____

Name: _____ Relationship: _____

Phone: _____

Address: _____

E-mail: _____

Length of Time Known: _____ Verified: __ Yes __ No Date: _____

Participant signature: _____ Date: _____

THPP Bi-Annual Assessment

EXHIBIT A-30

Name: _____

Address: _____

Agency: _____

The goals that I have obtained are:

The Agency has helped me meet my goals by:

The goals that I have set for myself are:

I will do the following to meet the goals that I have set for myself:

I am ____ am not ____ employed. If employed, I make \$_____ per hour.

I am ____ am not ____ attending vocation school and/or college.

I am ____ am not ____ in an apprentice program.

Signature

Date

THPP Exit Assessment

Participant name: _____

Agency: _____

Entry Date: _____ Exit Date: _____

Contact Information:

Telephone: _____ Cell Phone: _____

Email: _____

Address: _____

The goals that I have obtained are:

_____ high school diploma

_____ GED

_____ vocational certificate

_____ employment

_____ other

1. How would you rate your training and overall experience while residing in the Transitional Housing Placement Program (THPP)

_____ Very Good _____ Good _____ Fair _____ Poor

If you stated POOR, please explain: _____

2. I _____ would recommend _____ would not recommend the THPP program.

3. Please place a 1 in front of the area that you were helped MOST, then put a 2 in the area you would rank second, a three in the area you would rank third and so forth?

_____ Budgeting _____ Employment Skills _____ Decision-Making

_____ Relationship building

_____ Other (specify) _____

4. Please state your housing plan:

5. Are you employed? _____ Yes _____ No

6. Are you in school? _____ Yes, _____ No If yes, what type?

_____ vocational _____ college

7. The best thing about the THPP is:

8. The worst thing about the THPP is:

Signature_____
Date

LEGAL RIGHTS OF TEENS IN OUT-OF-HOME CARE

REVISED JANUARY 2011

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INTRODUCTION

This booklet covers some of the areas of the law that might concern a person in out-of-home care. ***Legal Rights of Teens in Out-of-Home Care*** tries to answer some of the questions you might have about your out-of-home care, courtroom appearances, group home, foster home, and emancipation.

After reading ***Legal Rights of Teens in Out-of-Home Care***, if you think there are other topics that should have been covered, or other things that should have been emphasized, please let us know. We'd like your opinion.

The rights explained in this booklet are your *legal* rights. Just knowing your rights is not enough -- using your rights with common sense will help you get along even better. There is a lot of practical advice available from books, magazines, peers, and social workers that you can put to use. We know we can't cover it all, but we hope we've given you a good start.

If you have trouble understanding what certain words mean, find them in the ***Index*** at the end of this booklet. It lists some of the complex words and phrases used here and the page number that has a definition for each word. Endnotes are also available in this booklet to help you find the laws that guarantee your rights.¹

Special thanks to the youth who helped in the production of this manual: Kashi Hernandez, Kamiza Sutton, Phyllis Carter, Amanda Ott, Tracy Fallon, Annie Devi, Mike Van Vorce, T.J. Sargent, Taneeka Blackburn, Susana Lopez, Marvin Hurd, Conyey Brown and Myeshia Grice.

Thanks also to Carole Shauffer, Maria Ramiu, Alice Bussiere, Pat Riley, Janet Knipe, Beverly Williams, Sujung Kim, Sharon Meieran, Alicia Amezcua, Nakeisha Peacock, Kelli Keith, Clark Peters, Liz Yap, Sheila Keating, Cheryl DeMichele, Janet Hong, Cristina Velez, Ayana Murphy, Karli Sager, Jyoti Rekhi, Rebecca Loubriel, Jennifer Luckowiak, Jennifer Chang, Kemi Mustapha, Jack Bouboushian, and Stephanie Huang.

This handbook was made possible by the generous support of the Morris Stulsaft Foundation, the Skadden Fellowship Foundation and the Bernard and Alba Witkin Charitable Trust.

KNOW YOUR RIGHTS

With every right comes a responsibility to use the right fully without exploiting it. Respect the rights of others as you exercise yours. As you read the following pages, keep in mind that respect for others, cooperation, and courtesy go a long way in getting the things you need and want.

You have the right to:

- ☐ Live in a safe, healthy and comfortable home where you are treated with dignity and respect.
- ☐ Be free from physical, sexual, or other abuse, or corporal punishment.
- ☐ Be free from discrimination on the basis of race, ethnic group identification, ancestry, national origin, color, religion, sex, sexual orientation, gender identity, mental or physical disability, or HIV status.
- ☐ Be given healthy food, adequate clothing, individual storage space, and, for youth in group homes, an allowance.
- ☐ Be free of unreasonable searches of personal belongings.
- ☐ Not be locked in any room, building, or facility premises.*
- ☐ Receive medical, mental health, vision and dental services.
- ☐ Refuse medications or chemical substances not authorized by a doctor.
- ☐ Get sensitive health care services without an adult's permission.
- ☐ Contact your family members. Visit and contact your brothers and sisters.**
- ☐ Make and receive confidential phone calls and send or receive unopened mail.**
- ☐ Go to school. Participate in school activities, religious services of your choice, and age appropriate extracurricular and social activities.
- ☐ Have social contacts outside of the foster care system.
- ☐ Keep your own money and have your own bank account.**
- ☐ Attend Independent Living Skills Programs if you are 16 or older.
- ☐ Work if you are old enough by state law.
- ☐ Attend your court hearing and speak to the judge. Review your case plan. Keep your court records confidential.
- ☐ Contact your social worker or probation officer, attorney or CASA. See your social worker or probation officer once a month.
- ☐ Make complaints to the Department of Social Services and Foster Care Ombudsperson without punishment.³

* Unless you are in a community treatment facility.

**Unless prohibited by a court order or your case plan.

YOUR GROUP HOME OR FOSTER HOME'S RESPONSIBILITIES

- ☐ To accept you and treat you with dignity and respect.
- ☐ To provide for your daily care.
- ☐ To protect confidential information about you.
- ☐ To keep in regular contact with your social worker or probation officer.
- ☐ To participate in hearings about your case.
- ☐ To follow your case plan.
- ☐ To make sure you receive needed medical and dental care.
- ☐ To be reasonable when providing discipline, which may include confining you in an unlocked area, charging fines, and restricting television, radio, or phone access.

YOUR SOCIAL WORKER OR PROBATION OFFICER'S RESPONSIBILITIES

- ☐ To extend you courtesy and respect.
- ☐ To meet with you regularly, usually once a month.
- ☐ To call you once a month if there will be no visit. To return calls to you.
- ☐ To arrange for services to meet your needs while you are in placement.
- ☐ To choose the least restrictive and most appropriate placement for you.
- ☐ To formulate a permanent plan for you.
- ☐ To arrange visits with parents and siblings.*
- ☐ To ask you about significant adults in your life that you would like to stay in touch with and work to make those connections possible.**
- ☐ To inform the court of your situation and make recommendations to the court.
- ☐ To provide services for independent living after you turn 16, if not sooner.

* Unless prohibited by a court order or your case plan.

** If you are 10 or older and in a group home.

COMPLAINTS

What can I do if I think that something is wrong with my placement, care or services, or if I don't get along with the foster parent, the group home staff, or my social worker?

- First, talk to the person you don't get along with. Many times you can solve even big problems through honest discussion.
- If talking with the person does not work or you do not feel safe talking to that person, try talking with another adult who can help you with your problems. You can try talking with your social worker (or your social worker's supervisor), attorney, court appointed special advocate, or caregiver.
- If this doesn't work, you may want to consider contacting a local government agency or filing a complaint.⁴ **

State Foster Care Ombudsman (877) 846-1602

If you think there is something wrong with your placement, care or services, this office will help you with your complaint and may start an investigation depending on the circumstances.

In addition to the state office, most counties in California have their own Ombudsman offices, which may be contacted to informally attempt to fix the problem.

Community Care Licensing (CCL)

The CCL makes sure that foster care placements are following the foster care licensing requirements. The CCL may conduct an investigation if there is a complaint of mistreatment in a foster care placement. If you are staying in a foster family home or relative's home instead of a group home, the county you live in (rather than the CCL) may be in charge of your home. First try calling the CCL. They should be able to tell you which office is the right one to call.

For more information and a list of county agencies, see the ***Useful Resources*** section of this booklet.

**Every group home is required to have written complaint procedures. You cannot be punished for filing a complaint. The home's complaint process should be posted in a location accessible to you. If not, ask one of the staff what to do - they are required by law to inform you of how to file a complaint.⁵ If you live in a foster home, your foster parents must give you the address and phone number of where to file confidential complaints and how to do so.⁶

ENTERING THE SYSTEM

ROLE OF THE COURTS

What is a juvenile court?

A juvenile court is a court of law that is in charge of child abuse and neglect cases, as well as delinquency cases.

What is a juvenile court petition?

A petition is a request that the court become involved in a child's life. There are three kinds of petitions, named after numbered sections of California law, the Welfare and Institutions Code:

- **300 Petition**
- **601 Petition**
- **602 Petition**

A **300 Petition** is filed by the county child welfare department for abused or neglected children and youth and will state -- "allege" -- the reasons that county child welfare department workers think a child needs protection.⁷ If the court agrees with the petition -- "sustains" -- at the jurisdictional hearing, the child becomes a "dependent" of the court.

A **300 Petition** is filed because of your parents' behavior. The following two petitions will be filed because of your behavior.

A **601 Petition** is filed by the Probation Department and alleges that a child has either run away, been truant from school four or more times within one school year, violated curfew, or regularly disobeyed his or her parents.⁸ These are violations that are unlawful because of your age, or your "status" as a minor. If the court finds the petition is true, the youth becomes a "ward" of the court and is known as a "status offender." (Some counties treat runaways under Section 300.)

A **602 Petition**, filed by the District Attorney's Office, alleges that a child has committed an act that would be considered a crime if it had been committed by an adult.⁹ Like the **601 Petition**, if the court sustains this petition, the result is that the youth becomes a ward of the court as a delinquent.

This booklet does not discuss the court process for wards. However, the court may place wards in foster homes and group homes and in those placements, wards have many of the same rights as dependents.

What kinds of hearings are there?

There are several kinds of hearings for young people who are or may be "dependents."

- Detention hearing
- Jurisdictional hearing
- Disposition hearing
- Dependency status review
- Permanency planning hearing
- Termination of parental rights hearing

The *detention hearing*¹⁰ happens at the very beginning of a case when a youth has been removed from home by a social worker because of an emergency. The judge decides whether to let you go back home or to order you to stay in temporary foster care. The detention hearing must take place no later than three days after you've been removed from your home. Even if the judge lets you return home or to a relative's home, he or she may order the Department to supervise your care.

If you are placed in emergency or temporary foster care, then the judge must set a hearing date within 15 days of the time you enter temporary placement. If you're staying at home, the hearing must be within 30 days of the filing of the petition.¹¹ These hearings can be postponed if all the lawyers agree.

At the *jurisdictional hearing*,¹² the judge decides whether the allegations of the 300 Petition are true (sustained). Both you and your parents have the right to an attorney at this hearing. The judge may hear witnesses and other evidence. If the judge sustains the petition, you become a dependent of the court. The next step is to decide what should happen to you.

At the *disposition hearing*,¹³ the judge decides where you should live while your parents try to solve their problems. It can take place at the same time as the jurisdictional hearing, but can be scheduled for later.

For the hearing, the Department files a report on your situation,¹⁴ called a "social study." The report makes recommendations for your care. It must also explain what should be done to help you return home. The report must also spell out visitation by relatives. Your parents (or guardian), your CASA and all of the lawyers involved in the case have a right to a copy.¹⁵

The court reviews your case at a *dependency status review*, at least every six months.¹⁶ The court will look at reports and decide whether the reasons you got into foster care still exist, if your placement is right, whether your case plan is being followed, and whether your parents are following the reunification plan (if there is one).¹⁷ You or your lawyer can participate.¹⁸ You also are entitled to get notice of the review at least 15 days ahead of time and no more than 30 days ahead of time.¹⁹

The *permanency planning hearing*²⁰ determines your future placement, though every hearing is supposed to look at this goal. It must be held no later than 12 months from the date that you entered care. The first thing the judge decides is whether you can return home. If the judge doesn't allow a return home, then there are four choices:

- *Schedule a second and final permanency planning hearing in about six months.*²¹ The judge will do this only if it's possible that you may be able to return to your parents in the next six months. At that hearing, the judge will send you home or select one of the following options.
- *Adoption.*²²
- *Legal guardianship.*²³ The judge will look at this option only if adoption is not an available option.²⁴
- *Long-term out-of-home care.*²⁵ The judge will look at this option only if all the other options are not possible.

If the court finds you cannot go home but you can be adopted, the court will terminate your parents' rights.

After the permanency planning hearing, the court will continue to review your case every 6 months. This review could take place sooner than 6 months if the court thinks it is in your best interest.²⁶

What is adoption?

Adoption is the first permanent plan option the court must consider when a foster child cannot be safely returned to his or her parents.²⁷ A foster child over 12, must agree to be adopted.²⁸ If the court finds that termination of parental rights would not be detrimental to the child, the court terminates parental rights and orders adoption as the permanent plan for the child.²⁹ Unlike guardianship, which is only temporary, adoption is legally permanent. Once adopted, the child is out of the foster care system and the law treats the adopted child just like any other "child" of the adoptive parents.³⁰ The Adoption Assistance Program provides benefits to families who adopt a child from foster care.³¹ Adoptive parents may receive reimbursement for some expenses, such as court costs associated with the adoption,³² as well as regular payments, that may not exceed the amount the would have been paid if the child were in a foster family home, to meet the child's needs.³³ If you are not adopted within 3 years and the court feels adoption is no longer in your permanent plan, you may petition the court to reinstate your parents' rights.³⁴

What is guardianship?

Guardianship is the second permanent plan option the juvenile court must consider when a foster child cannot be safely returned to his or her parents.³⁵ A guardianship suspends the rights and responsibilities of the parents and gives legal authority and responsibility to care for the child to a responsible adult who has some relationship to the child, like a foster parent, relative or a family friend. After the court appoints a guardian, the juvenile court may keep the child in foster care or close the case. If the court appoints a relative as a guardian and closes the juvenile court case, the relative may continue to receive the basic foster care payment through the Kin-Gap program³⁶. Guardianship is not permanent and automatically ends if the guardian dies or when the child turns 18, is adopted, marries or enters into active duty in the armed forces of the United States.³⁷ The parent, guardian or child can also petition the court to end a juvenile court guardianship sooner.

How do I find out about court hearings?

If you are 10 or older, the court must notify you in writing of the date, time, and place of each hearing.³⁸

Can I go to hearings where the judge makes decisions about my future?

Yes. You also have the right to make a statement to the court about any decision that has to do with your placement or whether to return to your parents.³⁹ You can also ask the judge to talk with you privately, "in chambers," without your parents around.

You also have the right to petition the juvenile court yourself to change, modify, or set aside any order it makes. That means that you can ask for hearings about your case. This includes hearings to end the court's jurisdiction and involvement.⁴⁰

Of course, your attorney can help you do this. Even adults cannot do this on their own. You can also just go to observe -- you don't have to say anything unless you choose to.

Can a judge decide where and with whom I live at these hearings?

Yes. If you can't live with your parents, a judge can place you with either a relative, or in a foster or a group home. You should tell the judge where you want to live.⁴¹

A judge will also decide whether you can visit with your parents or other family members while you are in out-of-home care and what types of services you and your family may need to be reunified.

“BEST” PLACEMENT

In deciding if you should live with a relative, the judge will look at each relative's moral character and ability to:

- be effective in guiding your behavior,
 - provide for your needs,
 - protect you from your parents,
 - facilitate visitation and court ordered reunification efforts,
 - keep you and your siblings together, and
 - provide legal permanence for you if reunification fails.⁴²
-

Can I have an attorney to represent me at court hearings?

Yes. You have the right to have an attorney represent you. Your attorney is responsible to do everything in his or her power to protect you and keep you safe.⁴³

How do I get an attorney?

The court must appoint an attorney for you, unless the judge believes that you would not benefit by having an attorney. If you don't have an attorney and think that you need one, tell the judge what you think. The judge must give the specific reasons why you would not benefit from having an attorney if the judge does not appoint an attorney for you.⁴⁴

What is the attorney supposed to do?

Your attorney is responsible for investigating facts, interviewing witnesses, making recommendations to the court concerning your welfare and participating in later court proceedings to represent your interests. This responsibility exists for issues directly involved in the court proceedings and those outside of that scope. Also, your attorney must interview you and take into account your wishes when making his or her recommendations to the court.⁴⁵

The same attorney who represents you at the first hearing is responsible for representing you at all later hearings unless the judge has a good reason to remove your attorney from your case or just change your attorney.⁴⁶

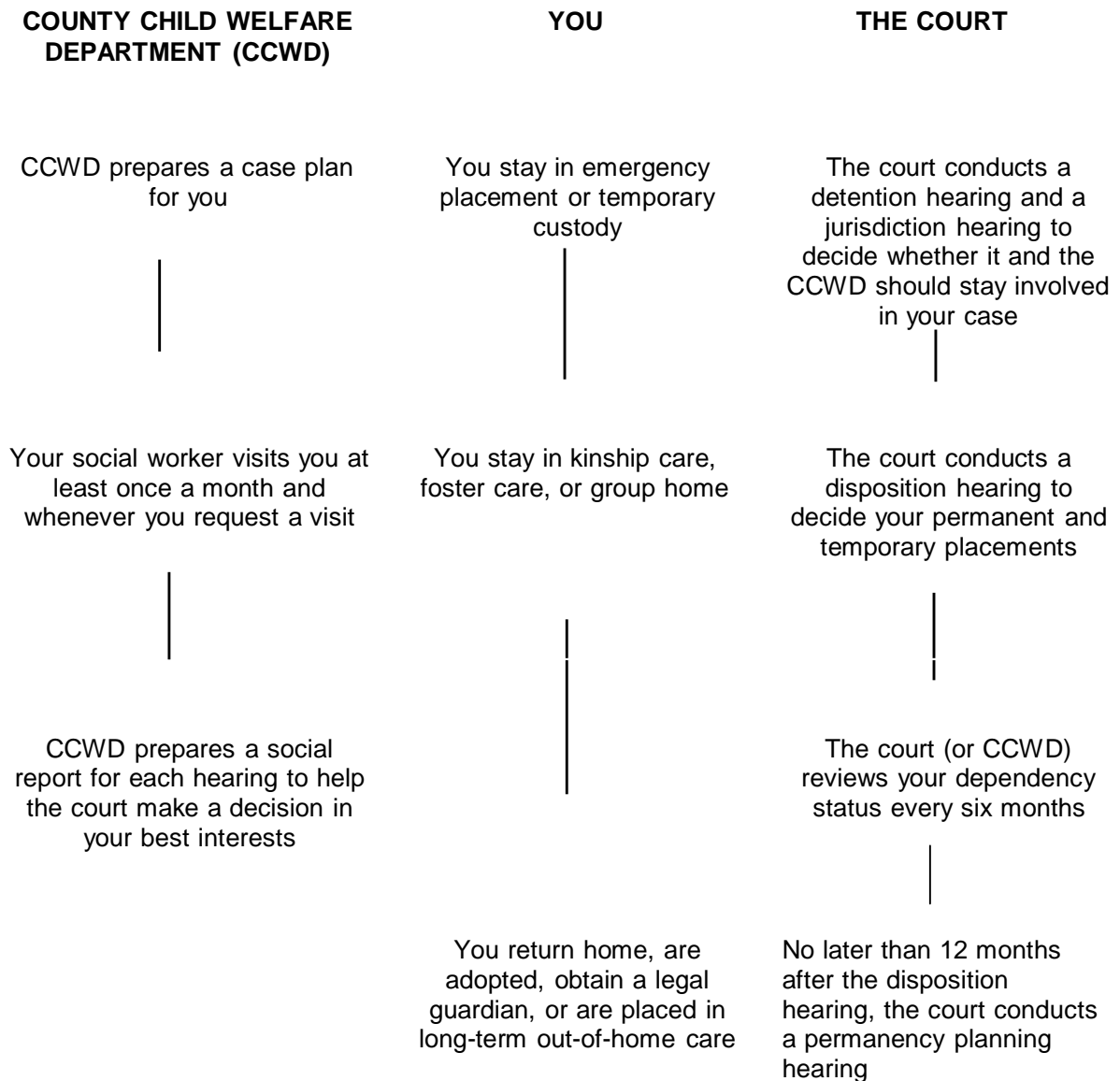
Who else can attend court hearings?

Your parents, their attorneys, your guardian or foster parents (if you are living with a foster family)⁴⁷ and their attorney, your social worker, and your court-appointed special advocate (CASA) can all attend the hearings. Any blood relative who cares about your case can also attend.⁴⁸ Non-relatives who are not legal guardians but who have been taking care of you on a day-to-day basis can also attend.⁴⁹ In addition to having the right to attend your hearing, your foster parent, Indian custodian, relative caregiver, community care facilitator, or foster family agency may give the court relevant information.⁵⁰ The judge may also give permission for other people to attend a court hearing.⁵¹

What is a "social study"?

A social study is a written report that your social worker writes and gives to the judge before the hearings about your situation in out-of-home care. You or your attorney has a right to know what the report says at least 10 days before each status review hearing.⁵²

WHAT HAPPENS WHEN YOU ARE REMOVED FROM YOUR HOME FOR ABUSE OR NEGLECT



OUT-OF-HOME CARE

What is out-of-home care?

Out-of-home care, also called foster care, is a 24-hour state-supervised living arrangement for children and youth who are in need of temporary or long-term substitute parenting. The goal of out-of-home care is to protect and care for you when your parents cannot. While you are in care, a social worker will attempt to reunify you with your family, if possible. If being with your family is not possible, a social worker will try to find you another permanent place to live.

When you are in out-of-home care, you may live in a public shelter, a foster home, a relative's home, or a group home. You have a right to live in the "least restrictive" and most family-like place that can meet your needs and to live as close to your family as possible.⁵³

How do children and youth get into out-of-home care?

In most cases, children and youth are placed in out-of-home care after they have been removed from their home and a court has found their parents cannot care for them. In some cases, parents voluntarily arrange for their children to be placed in out-of-home care.

Who decides whether and when I return to my parent(s)?

The judge. If you are removed from your home, your parent(s) will have to follow a "reunification plan" before you can return. This plan is to make sure that you will be safely cared for at home.

In deciding whether to return you to your home, the judge will get input from many people, including your social worker, probation officer, and attorney. The judge makes the decision through a series of hearings in which you have the right to participate. See the section called ***Role of the Courts***.

What is a "case plan"?

Your case plan⁵⁴ is a written document that sets out specific steps the social service agency and your family will take to try to resolve the problems that led to your being removed from your home. The county child welfare department must complete a case plan within 60 days of your removal from home.⁵⁵ It must take into account your best interests and special needs.⁵⁶ See the box on the next page for what must be in the case plan.⁵⁷

The case plan must include your health and education records.⁵⁸ It should be updated at least every six months.⁵⁹ You have a right to be involved in the development of your case plan.⁶⁰ Ask your social worker if you want to participate.

CONTENTS OF THE CASE PLAN

A case plan must have:

- The long-term goal for your welfare and steps to reach that goal;
- The type of foster care where you are placed
- Why that placement is appropriate for you
- A plan for your proper care
- A plan for ensuring that you and your family receive services
- Why those services are appropriate for you and your family
- A visitation schedule for your social worker/probation officer
- A visitation schedule for your parents and siblings; and
- A transitional independent living plan if you're 16 or older.⁶¹

What is a transitional independent living plan?

It's a plan for how you will get the skills and help you need to be able to live on your own. Your social worker must give you information about and the opportunity to participate in the independent living plan.⁶² See the section called ***Independent Living and Transitional Housing*** for more details.

Can I see my case plan?

Yes, if you are over 12, you have a right to review the plan, sign it, and receive a copy.⁶³ Every child has a right to be involved in the development of his or her case plan (as age appropriate).⁶⁴ The case plan is a part of the court record of each hearing, so you can get a report of its contents at each hearing.⁶⁵

TYPES OF PLACEMENTS

Where will I be sent to live if I am placed in out-of-home care?

There are several different types of placements where you may be sent, depending on the circumstances of your case. A *foster home* is a family setting, where you live with foster parents and up to 5 other foster children. A *group home* is a residence where you live with more children. Most group homes have paid staff that usually does not live there. Services are provided to you in a group setting, though group homes should be as family-like as possible. *Kinship care* is a placement in the home of a relative or in the home of a non-related extended family member, someone you know well, but is not a blood relative. The court will try and place you in kinship care when possible.

What is "custody"?

"Legal" custody is the right and responsibility to make the decisions relating to your health, education, and welfare.

"Physical" custody means the place you live and who is directly supervising you.

How does the social service agency get legal custody?

There are two ways the state social service agency can get legal custody of you:

- voluntary placement⁶⁶
- court placement⁶⁷

A *voluntary placement* is when parents agree to let the social service agency take care of their child.

A *court placement* is when the social service agency asks the court for custody of a child because the child has been abused or neglected.

See the section of this booklet on ***Role of the Courts*** to get more information on the court process.

Who makes the decision where I will go to live?

The social worker usually decides.⁶⁸ For example, a social worker decides which foster home to send you to or whether you should live in a group home. A judge can overrule the social worker and decide that you should live with a relative. A judge may also decide that your placement is not appropriate and order the social worker to find a new placement for you. See the section on ***Out-of-Home Care***.

SURVIVING THE SYSTEM



TELEPHONE CALLS

Can I make phone calls or have other people call me when I am in foster care?

Yes. You have the right to make and receive telephone calls while you are in foster care, no matter which kind of placement you live in.⁶⁹ You can call or get calls from anyone you want - unless the court says that there should be limits on who you can talk to.⁷⁰ If the court says there are people you cannot talk to, the court or your social worker must tell your caregiver (group home, foster parent, relative) about it in writing.⁷¹

Can I make and get calls right away when I get placed in a new shelter or group home?

Yes. Just because you are new to a placement does NOT mean that they are allowed to restrict your calls.⁷² Again, only the court can limit your right to make phone calls (and your placement can enforce the court's decision).

Can my caregiver listen when I'm on the phone?

No. You have the right to make and get *confidential* phone calls.⁷³ That means no one can listen in to your calls. That also means that you should be able to make or take a call somewhere where there is privacy and no one else (other youth, staff or adults) is listening to your end of the conversation.

Can my caregiver punish me by taking away my right to use the phone?

You can always make calls if there is a real emergency. Also, there are certain people you must ALWAYS be allowed to call (you might have to wait your turn, but you must then be allowed to call). These people include: your lawyer, your social worker or probation officer, your Court Appointed Special Advocate, your family members, the Ombudsman's office and Community Care Licensing.⁷⁴ Your caregiver can temporarily take away your right to talk to other people even on your cell phone, (besides everyone in the last sentence) as punishment or to make sure that everyone has an equal chance to make calls.⁷⁵

Can my social worker or caregiver decide that I'm only allowed to talk to certain people on the phone?

Again, only the court can make that decision. If your social worker is doing what the judge ordered, she or he can place limits on your phone use. But your social worker or caregiver cannot make a list of people you can and cannot talk unless there is a court order about it.

Can my caregiver make me pay for my phone calls?

You cannot be forced to pay for calls to anyone you have the right to call including your lawyer, your social worker or probation officer, your Court Appointed Special Advocate, your family members, the Ombudsman's office and Community Care Licensing.⁷⁶ You also cannot be forced to pay for local telephone calls.⁷⁷ This means that you should have access to a free phone. Your caregiver can ask you to pay for long distance calls though. If you don't pay them back, they can take away your right to talk on the phone long distance to anyone except your lawyer, your social worker or probation officer, your Court Appointed Special Advocate, your family members, the Ombudsman's office and Community Care Licensing (remember, you can ALWAYS call these people).⁷⁸ You also have a right to own a cell/mobile phone unless there is a court order stating otherwise.⁷⁹

VISITATION

How often should my social worker visit?

Usually once a month. In the first month of placement, your social worker should visit at least three times.⁸⁰ If you're in a long-term, stable placement, visits can be less frequent, but your social worker should always visit at least once every two months.⁸¹ If you're in a group home, your social worker must visit you every month.⁸² If you ask to see your social worker, he or she must come to see you.

Can I visit my parents, grandparents and other relatives when I am in out-of-home placement?

Yes. You have a right to visit with your parents⁸³ and grandparents⁸⁴ unless there is some reason why it is not in your best interests. Your case plan spells out a visitation plan for visits that may include parents,⁸⁵ grandparents, siblings,⁸⁶ and other important family members. The judge can order visitation for anyone who has an interest in your welfare.

I'm in a different placement than my brother/sister. Can we visit each other?

Yes. The placing agency (your social worker) must allow you to keep contact with siblings as much as possible, unless the court decides it is against the best interests of you or your brother or sister.⁸⁷ Your case plan should specifically set out visitation arrangements for you and your siblings.⁸⁸

What if I would like to change the arrangement for visiting with my family?

Talk with your attorney and social worker. At the next hearing, tell the judge how you feel. You can also petition the court yourself to modify your visitation plan. See the section of this booklet called ***Role of the Courts.***

HEALTH CARE

Do I have a right to health care?

Yes. You have a right to basic health care, which includes medical, dental, vision and mental health services.⁸⁹

Who can I talk to if I want to see a doctor or nurse?

Talk with your care provider (foster parent, guardian or a group home staff member). If there is a problem talking to your care provider, you can also talk with your social worker, probation officer or attorney.

Do I need an adult's permission for all health care services?

No. Although your parent, caregiver or the court must give permission for you to get most of your health care services, you can give permission for and confidentially receive certain "sensitive health care services". (See question below for definition of sensitive health care services.)

What are sensitive health care services?

Sensitive services are the specific health care services described below that the law allows you to make decisions about because it is more important for you to get treatment than not get treatment because you may be afraid or embarrassed to get permission from your parent or caregiver.

You do not need an adult's permission for any medical services that have to do with preventing or treating pregnancy, including getting birth control or an abortion or having a baby.⁹⁰ See the section on **Pregnancy**.

You also do not need an adult's permission if you are 12 years old or older and the services are related to treatment of:

- sexually transmitted diseases(STD's), HIV/AIDS, hepatitis, tuberculosis and other serious infectious, contagious, or communicable diseases⁹¹ ;
- drug or alcohol use;⁹²
- rape⁹³ or sexual assault;⁹⁴

or

- mental health conditions, but only for outpatient counseling services and only if a doctor finds that you are mature enough to make the decision and you present a danger to yourself or others without the treatment.⁹⁵

To find services for anything talked about above, you can talk to a nurse at the Teenage Health Resource Line at (888) 711-TEEN. You can also call the California Youth Crisis Line at (800) 843-5200. Both lines are confidential, so no one else will find out what you talked about.

Do I ever have to take medications?

You have the right to say no to all medications and chemical substances that are not authorized by a doctor.⁹⁶

What if I do not want to take medication that has been prescribed by the doctor?

If you do not like the way a medication makes you feel or if you think that it's not the right kind of medicine for you, try talking to your caregiver or doctor first. If this does not work, try talking to your social worker or lawyer. The Court has the power to decide who can make medical decisions in your life.⁹⁷

How is my health care paid for?

When you are first placed in a foster home, kinship care, or a group home placement, you should be automatically enrolled in Medi-Cal or your county's substitute health insurance program. Your health care needs will be paid for through one of these two programs and you will not need to pay for any services as long as you are in, or covered by, the foster care system in California.

Can I still get Medi-Cal when I leave foster care when I turn 18?

If you are in the foster care system when you turn 18, you can continue to use Medi-Cal until you turn 21.⁹⁸ See the section called ***Transitional Medi-Cal***.

PREGNANCY

What if I become pregnant while in out-of-home care?

If you become pregnant while in foster care, the decision of whether to keep the baby, put the baby up for adoption or have an abortion is entirely up to you. You have the same right as other teens to get advice on birth control, family planning and pregnancy tests without the consent of anyone else.⁹⁹

Do I need my parents' permission to put the baby up for adoption?

No. Voluntary adoption, however, requires the consent of both parents of the new baby.¹⁰⁰

If I have the baby while in out-of-home care, will the state take it away from me?

If you give birth while in out-of-home care, your baby will not automatically be taken away from you. You and the baby should be kept together in as family-like a setting as possible. If possible, you and the child should get access to services to help support you and the baby.¹⁰¹ The child welfare agency may take your baby away if it believes that the baby has been abused or neglected, or is at risk of abuse or neglect.¹⁰² If the child welfare agency does take away your baby, it must give you notice of why it took away your baby, how the court process works to decide whether the agency should have taken your baby and what your rights are to try to get your baby back.¹⁰³ The court must give you a lawyer to help you fight to get your baby back through the court.¹⁰⁴

What is a “whole family foster home”?

A “whole family foster home” is a family home specifically trained to help you develop positive parenting skills.¹⁰⁵ Whenever possible, you should be placed in a whole family foster home with your baby.

What is a “shared responsibility plan”?

A “shared responsibility plan” is an agreement made between you, your caregiver, and the child welfare agency or the probation department.¹⁰⁶ The plan should be created as soon as possible, but not later than 30 days after your placement.¹⁰⁷

The purpose of the plan is to help keep you and your baby as a family, to help you learn how to be a good parent, and to help prevent any arguments or misunderstandings between you and your caregiver.¹⁰⁸

Things that should be included in the shared responsibility plan are: feeding, clothing, hygiene, health care, discipline, and sleeping arrangements.¹⁰⁹

When the plan is finished, a copy must be given to you, your attorney, your caregiver, and the child welfare agency/probation department.¹¹⁰ After this is done, your caregiver's monthly payment will increase by \$200 per month for the extra care and supervision of your baby.¹¹¹

If I become pregnant and I want an abortion, how do I get one?

If you become pregnant, Medi-Cal will cover your abortion if you want one. An abortion is considered a sensitive service that you can get without the permission of a parent, guardian, caregiver or the court, and it will be provided to you at no cost. See the section on **Healthcare**.

Can my parents or boyfriend make me have an abortion or keep me from having one?

No. It is your choice alone. If you need someone to talk to about this important decision, call 1-800-230-PLAN to get in touch with a Planned Parenthood counselor in your area.

Will my foster care provider receive extra money to help care for my baby?

If your baby is living with you in a foster care placement, your foster care provider will receive additional foster care funding to cover the basic care and supervision of your baby.¹¹²

EDUCATION

Do I have a right to go to school?

Yes.¹¹³ You have a right and a responsibility to go to school. You also have a right to the same school resources, services and extracurricular activities as other students in your school.¹¹⁴

Who can make educational decisions for me?

Your parents (or legal guardian) keep the right to make educational decisions for you unless the juvenile court specifically limits their right to make educational decisions or terminates all of their parental rights. Whenever the juvenile court limits the right of a parent to make educational decisions, the court must choose a responsible adult to make educational decisions for you. If you are a student receiving special education services and the court can't find a responsible adult to make educational decisions for you, it will ask your school district to appoint a surrogate parent.¹¹⁵ However, the court and the school may not choose your social worker, probation officer or someone who works for your current group home placement or school to make educational decisions for you.¹¹⁶ If the court cannot find a responsible adult to make educational decisions for you, the court may make those decisions for you.¹¹⁷

Can my foster parents make educational decisions for me?

When the court is deciding on a responsible adult, or the school district is deciding on a surrogate parent, they will probably choose your foster parent, relative caregiver, or court appointed special advocate (CASA). If the school district can't find a surrogate parent for you out of the possibilities above, then it can pick someone of its own choice.¹¹⁸ The court will also consider other adults in your life like relatives, family friends, or mentors willing to make those decisions for you.

Do I have to go to certain schools because I am in out-of-home care?

You have a right to go to a public school in the district you are living, unless either your Individualized Education Program (IEP) or the person responsible for making educational decisions for you says differently.¹¹⁹

Do I have to change schools if my placement changes?

If it is in your best interest, you have the right to stay in your school for the duration of the court's jurisdiction, or for the rest of the school year, whichever is longer, even when your living arrangement changes.¹²⁰ If your placement changes and you are moving between school levels (for example, from elementary to junior high school or middle school to high school) you have the right to go to the school that students moving on from your old school are designated to attend.¹²¹ Where you go to school is a decision that should be made by you, the person in charge of your educational decisions, and the school district's foster care liaison. If there is a disagreement among you, you have a right to stay in the same school until the disagreement is resolved.¹²²

If I change schools, can my new school make me wait for any reason to enroll?

No. You have a right to be immediately enrolled in your new school, *even if*:

- the school has not yet received your proof of residency or immunization, health or academic records,

- you do not have your school uniform yet,
and/or
- you still owe fines at your old school.¹²³

Will I lose credits for the work I did at my old school if I change schools?

The school you transfer to must give you full or partial credit for work you completed. Your old school is responsible for providing to your new school a record of your grades, classes taken, attendance and any credits earned.¹²⁴

Once it has been decided that you are going to change schools, your case worker or probation officer will notify your old school of your last day of attendance and ask them to figure out your class credits and grades.¹²⁵ Within two business days of being notified, your old school must send your new school your information, including your grades, classes you've taken, immunization records, and your special education plan (if you have one).¹²⁶

Can schools punish me or lower my grades for absences?

It depends on the reason you were absent. A school cannot punish you or lower your grades for absences because of a :

- school transfer
- foster care placement change
- court appearance

or

- court ordered activity.¹²⁷

If you were sick, attended a funeral of a family member, or had a dental or medical appointment, including an appointment for a sensitive health service that does not require an adult's permission (see the section on **Health Care**), the school must excuse your absence.¹²⁸ The school must give you a reasonable amount of time to complete any work you missed for any excused absence and the school must give you full credit for work if you successfully complete it.¹²⁹

Just be sure to bring your school a note from your caregiver, social worker, probation officer, the court or your doctor excusing your absence.

RELIGION

Can my foster parents or group home make me go to a church, temple, or mosque?

No. You do not have to attend religious services that you do not wish to.¹³⁰

Can my foster parents or group home keep me from going to my church, temple, or mosque?

No. You have a right to attend religious services of your choice. Your foster parents or group home must help you to arrange transportation to and from your place of worship provided it is within a reasonable distance. The only other way you can be prevented from attending religious services is if there is a very strong reason for not allowing you to go. Foster parents, for example, can refuse to take you to services if you seriously misbehaved on a prior occasion. They cannot, however, refuse to take you to services simply because they don't want to. Your social worker is supposed to help match you to foster care providers who will understand your religious needs.¹³¹

IMMIGRANT STATUS

Can I be denied services while I'm in a foster home or group home placement just because I'm an immigrant?

No. You must have fair and equal access to all available services and you may not be discriminated against or harassed just because you are an immigrant.¹³²

If I'm undocumented, can I get a green card because I've been placed in a kin, foster or group home placement?

Maybe. Children who have been abused, neglected or abandoned, and are eligible for placement in long-term-foster care because they cannot be reunified with their parents may be eligible for a green card by applying for Special Immigrant Juvenile Status (SIJS).

What is Special Immigrant Juvenile Status (SIJS)?

SIJS makes it possible for dependents and wards of the juvenile court to become a permanent resident of the United States (i.e. get a green card).¹³³ To get the full benefits of this status, you must also apply for Permanent Resident Status.

If your application for SIJS and Permanent Resident Status are approved, you can stay in the United States permanently, work here, qualify for in-state tuition at colleges, and apply for US citizenship in five years.

Can I apply for SIJS?

To apply for SIJS, these things **must** be true:

- you are under 21;¹³⁴
- you are not married;¹³⁵
- you have been declared a dependent of the juvenile court or have been placed in out-of-home care by the juvenile court and remain under juvenile court jurisdiction;¹³⁶
- your juvenile court judge has decided you are eligible for long term foster care because parental reunification is not possible;¹³⁷
- the judge's decision regarding your eligibility for long term foster care was because of a specific finding of abuse, neglect or abandonment;¹³⁸
- the judge has decided it is in your best interest not to be returned to your home country;¹³⁹

and

- the juvenile court judge has signed an order confirming all of the above.

Are there risks when applying for SIJS?

Yes. A SIJS application alerts the immigration authorities that you or your family are not lawfully in this country and may cause the government to try to remove (deport) you from the United States if your application is denied.

What sorts of things could cause my Permanent Resident Status application to be denied?

Even if you meet the beginning application requirements, your application could be denied for other reasons, including if you have a record with drugs or crime, are HIV positive, or have been deported before. If you fall into any of these categories, your application could be much more risky and you should talk to an experienced immigration lawyer before you apply.

Are there any other ways to get my green card?

Yes, there are several. You might be able to have your parent, adoptive parent or stepparent apply for you if they are a US citizen even if you don't live with them. You might also qualify for something called temporary protected status if you are from a country that is in a civil war or where a natural disaster happened. To figure out your options, you should talk to a lawyer with experience in immigration issues.

How can I get help with Immigration issues?

Start by asking your social worker, CASA, probation officer or care provider to help you find someone with experience in immigration issues to assist you. You should also talk to the lawyer assigned to your juvenile court case and ask for help with the process. If your juvenile court lawyer does not know about these issues, he or she should help you find someone who does. If your lawyer is unfamiliar with SIJS or other immigration issues and resources, he or she can contact:

Immigrant Legal Resource Center—(415) 255-9499 or ilrc.org

Pacific Juvenile Defender Center— pjdc.org

LESBIAN, GAY, BISEXUAL, TRANSGENDER, QUEER AND QUESTIONING (LGBTQ) YOUTH

The Foster Care Nondiscrimination Act, A.B. 458 (2003-2004), makes it illegal to harass or discriminate against youth and adults in the California foster care system because they are LGBTQ, or because someone thinks that they are.¹⁴⁰ This means that no one should harass or hurt you because of your sexual orientation, gender identity, sex or HIV status. If you have been harassed or discriminated against in the foster care system, you can file a complaint with CCL (Community Care Licensing), contact the state or your local Foster Care Ombudsman and/or talk to your lawyer or social worker. (See, the “Complaints” section on page 4.) If you need help or have questions about discrimination, you can also call the National Center for Lesbian Rights (they’ll help even if you are not a lesbian) at 1-800-528-6257.

What if my foster parents or caregivers won’t accept me or if they treat me differently because I’m an LGBTQ youth?

If your foster parents will not accept your gender identity or sexual orientation and you feel unsafe, you should be allowed to move to another placement. You also have the right to get the same services, care, placement, treatment, and benefits as all foster youth. You can’t be treated differently because of your sexual orientation, gender identity, sex, or HIV+ status. For example, if other youth in your group home can date – you cannot be prevented from dating simply because your sexual orientation is different from theirs.

CONFIDENTIALITY AND YOUR RECORDS

Who can look at my records or get information about my case?

Only those people directly involved in your case.¹⁴¹ Also, the social worker can share information with those people who need it in order to take care of you.¹⁴² For example, your social worker could tell your foster parents or group home staff about your medical history so they can make sure that you get the care you need. But your social worker shouldn't tell anyone who doesn't need to know that information.

If you want others to look at your records, you can give your consent, or permission. In some cases, you might also have to get the consent of your parents, guardian, social worker, probation officer, or the juvenile court to release the information.

Can I look at my school records?

Yes. If you're under 16, you need the permission of your parents, case worker, or a judge. After you turn 16 or finish the 10th grade, you can look at them yourself.¹⁴³ Ask a guidance counselor or principal about what you need to do.

Can I look at court records?

Yes. You have the right to look at your court records.¹⁴⁴ You do not have a clear right to look at the records kept by your foster parents or group home. However, your attorney or "authorized representative" (anyone who has legal authority to act on your behalf) has access to those records.¹⁴⁵ Ask your social worker or probation officer.

(Also see section on "**Access to and Sealing of Records**" below.)

DRIVING

When can I get a driver's license?

You may get a learner's permit, which allows you to drive with a driver who is at least 25 years old, when you turn 15-1/2 years old.¹⁴⁶ You may be eligible for a provisional license after you have held a learner's permit for at least 6 months, completed 50 hours of supervised driving, including 10 at night, and completed driver's education and training.¹⁴⁷ Your provisional license becomes a full license when you turn 18 years old if you have no outstanding Department of Motor Vehicles suspensions or court ordered restrictions.¹⁴⁸

What are the requirements of a provisional license?

For the first 12 months (or until you turn 18) you may not have a passenger in your car who is under the age of 20 years old unless you also have a licensed driver who is at least 25 years old in the car as well. For the first 12 months (or until you turn 18), you may not drive between 11:00 p.m. and 5:00 a.m. unless a licensed driver who is at least 25 years of age is in the car. There are exceptions to this restriction when reasonable transportation facilities are inadequate and the operation of the vehicle becomes necessary due to immediate family, employment, medical, and school needs. Licensees must carry a statement from the appropriate school official, employer, doctor, or parent/guardian while driving.¹⁴⁹

How do I get a driver's license?

The rules differ depending on your age. Once you turn 18, you can simply apply at the Department of Motor Vehicles (DMV), which is listed in the phone book's government section. If you want a license before you turn 18, you'll have to apply for a learner's permit and get your guardian or biological parent to sign a form. You can also get the signature of a grandparent, adult sibling, aunt, uncle, or a foster parent who is living with you. It is their choice if they want to sign for you. The person who signs will be responsible for damages if you have an accident. In some cases, out-of-home care providers are not permitted by the county or their own rules to sign for you. There is no right to have a license. (See the section on **Getting a Learner's Permit for Driving if You're Under 18**).

What if I can't get a parent, guardian, relative, or foster parent to sign for my driver's license?

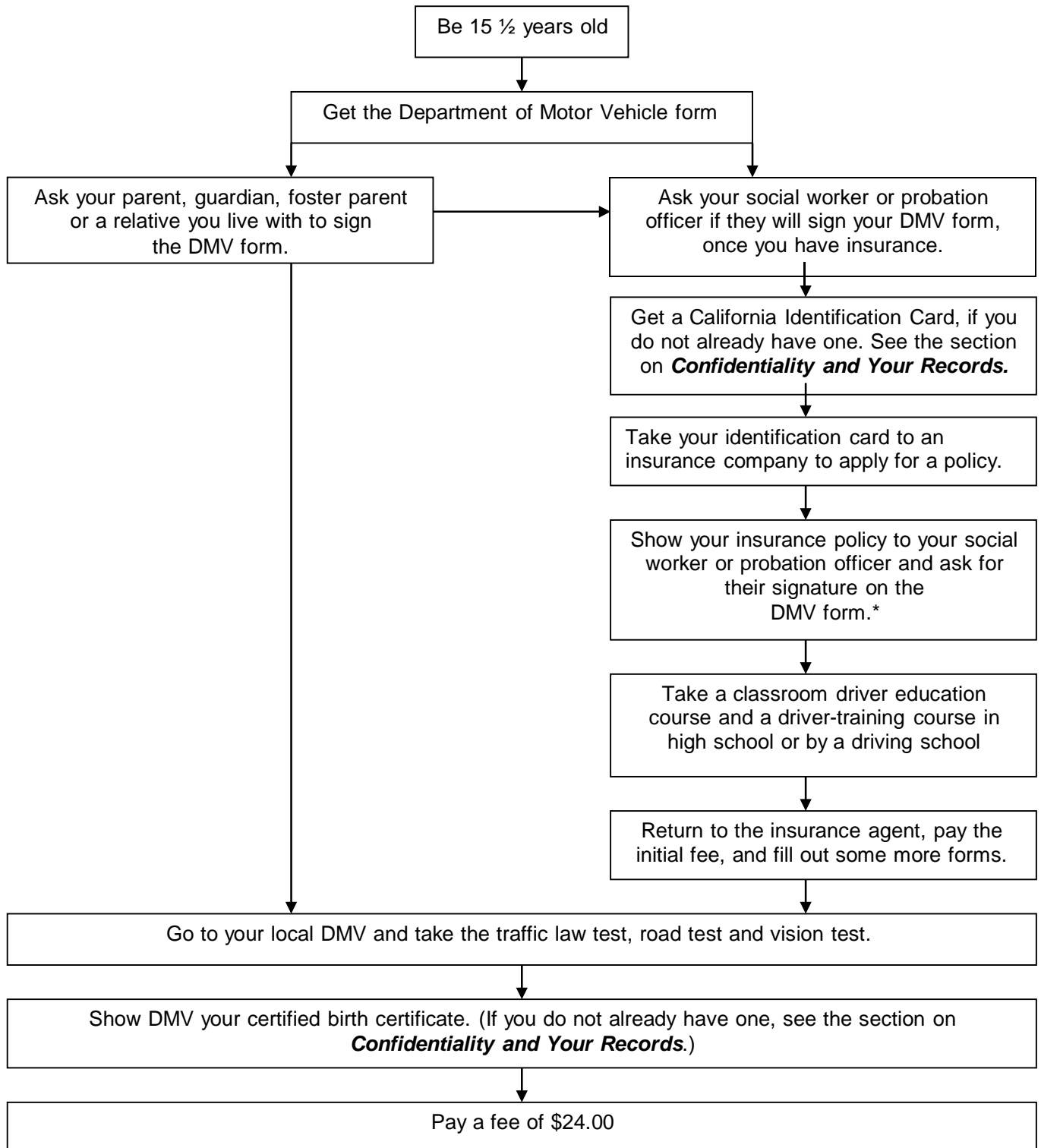
If no one will sign, you can get your probation officer or social worker to sign. They'll tell your foster parents that they're signing for you.¹⁵⁰ But to have your probation officer or social worker sign, you must have auto insurance -- *before you can get a license*. The probation officer, social worker, or county agency will not be responsible for damages from any accident.

How do I get auto insurance?

If you have a parent, guardian, relative, or foster parent sign for your license, his or her insurance should cover you. The person who signs should talk to his or her insurance agent to make sure that you are covered under his or her insurance policy.

If you have your social worker or probation officer sign, the easiest way to get insurance is by calling the California Automobile Assigned Risk Plan toll free at 1-800-622-0954. Beware! Getting insurance is very expensive, often with a large up-front charge.

GETTING A LEARNER'S PERMIT FOR DRIVING IF YOU'RE UNDER 18



* Remember, if your probation officer or social worker signed your DMV form, you need to be extra sure to keep your insurance payments up to date. The insurance company will terminate your policy if you're late in paying. If it does, it will tell the DMV, which will take away your license.

PREPARING TO LEAVE THE SYSTEM



PREPARATION BY YOUR SOCIAL WORKER

What is supposed to happen before I leave foster care?

The court should have a final hearing to talk about closing your foster care case. You should be told about the hearing and allowed to attend.¹⁵² Before the hearing, your social worker must make sure you have:

- Written information about your case, including your family history and placement history, and the location(s) of your siblings if they are in foster care and the court doesn't prevent you from knowing for a good reason;
- Your birth certificate, social security card, identification card, death certificate of your parent(s) if they died and proof of citizenship or residence;
- Help applying for continued Medi-Cal or other health insurance;
- A referral to transitional housing if it's available or help getting another place to live;
- Help getting a job or finding another way to earn money;
- Help applying to college or vocational training and getting financial aid; and
- Assistance to make sure you can keep relationships with people who are important to you if it is in your best interests or good for you.¹⁵³

If any of these things have not happened and the judge thinks that is harmful to you, the court can keep your case open until all of these things are offered to you.¹⁵⁴ But if your social worker cannot find you or you refuse these services, the court can still close your case.

INDEPENDENT LIVING AND TRANSITIONAL HOUSING

What is an Independent Living Skills Program or ILSP?

This is a program to help you develop the skills you need to be on your own. ILSP is offered to youth 16 years old and older.¹⁵⁵ Many counties offer special group programs and activities to help encourage independent living skills. These should be available to every youth in foster care, age 16 and older, who wants to participate.

These Independent Living Programs are a great way to meet with other youth in out-of-home care who are in situations similar to your own. They also will help you prepare and apply for college, including letting you know about special financial aid programs available for students who were in out-of-home care. These programs will also help you find, interview for, and stay in a job.

The ILSP and services that you will need to help you prepare to move from foster care to independent living must be described in a *written transitional independent living plan (TILP)*,¹⁵⁶ which is part of your case plan. The TILP, designed by your social worker (and agreed to by you), should be appropriate for your age and abilities and should include education, career development, living skills, financial resources, and housing related services.¹⁵⁷

Who is eligible for these Independent Living Skills Programs?

Youth who are under 21 and were in a foster care or KinGap placement anytime between their 16th and 19th birthdays are eligible for ILSP.¹⁵⁸ However, any youth may be allowed to attend ILSP events. Some counties, for example, allow younger foster youth to participate.¹⁵⁹ Ask your social worker about it.

What is transitional housing?

It is a type of placement that's available to foster youth 16 to 18 years old who are in, or have successfully completed, an Independent Living Program.¹⁶⁰ There are three different kinds of transitional housing. You can:

- live with an adult in an apartment,
- live in your own apartment, with a supervising adult who lives in the building, or
- live in your own apartment with supervision by the Department.¹⁶¹

So far, it's available in only a few counties in California, but should be available to more youth soon. For more information on what counties provide transitional housing talk to your social worker or you can visit: <http://www.childsworld.ca.gov/res/pdf/TransitionalHousingContact.pdf>.

See the "Transitional Housing Program Plus" section below for information on transitional housing available in some counties for youth age 18 to 24 who are no longer in foster care.

MONEY AND JOBS

Do I have a right to an allowance or money for clothing?

If you are in a group home, you have a clear right to an allowance unless your case plan says that you shouldn't receive it.¹⁶² There is not, however, a clear right to an allowance for youth in foster homes. Your group home or foster home can keep your money in a safe place for you so long as you have access to it.¹⁶³

When can I get a job?

You can legally start a job when you turn 16, and even sooner in special cases.¹⁶⁴ There are restrictions on the number of hours you can work per day and per week and the type of work you can do.¹⁶⁵ Ask your Independent Living Skills Program (ILSP) worker or school about how to find a job and get a work permit.

Can my foster parents or group home keep me from working?

Yes, but they must have a good reason. The reason must be in your case plan if you are 16 or older. If you are able to work responsibly, your group home or foster home should cooperate in your employment.¹⁶⁶

Will I need an ID or a social security card to get a job?

Yes. You will probably need both. Employers will need to see official identification proving who you are and that you have a social security number. Such identification may include a U.S. passport, driver's license, California identification card, Naturalization papers, etc. Even if a job does not require these, it is always a good idea to have a copy of your social security card and a picture ID. You should keep these in separate locations whenever possible, so that if you lose one, you still have the other.

How do I get a social security card?

You probably already have a social security number assigned to you and you just need a copy of your card. First check to see if your social worker already has a social security card for you in your case file. You can also just go to a local social security office to get a card. To find the nearest office, look in the phone book or on the internet at: <https://secure.ssa.gov/apps6z/FOLO/fo001.jsp>. You will need to fill out a form, prove who you are and that you are a U.S. citizen or are here legally. Replacing your social security card does not cost anything.

What if somebody else already has my birth certificate or social security card and I can't get it from that person?

You can get another copy of either. There's no law against having several copies. To obtain a certified copy of your birth certificate, you should first check with your social worker. He or she should have a copy. If he or she does not have a copy, call the vital statistics office in your birth state for instructions on how to request one. Each state is a little different, so make sure you understand what they need. It may take a few weeks, unless you go in person. It usually costs \$10 - \$20. If you were born in California, the number is (916) 445-2684, and the fee is \$15.00.

What is a California identification (ID) card?

A California ID card is a card issued by the State of California. ID cards look like driver's licenses, but are used for identification purposes only. An ID card is valid for six years.

How do I get a California identification (ID) card?

To get a California ID card, you will have to visit a local Department of Motor Vehicles (DMV) office. At the DMV, you will have to do the following:

- Complete an application form DL 44. (An original DL 44 form must be submitted. Copies will not be accepted.)
- Give a thumb print.
- Have your picture taken.
- Provide your social security number. It will be verified with the Social Security Administration while you are in the office.
- Verify your birth date and legal presence. You may use any number of documents to prove this, such as your California driver license, passport, birth certificate or Permanent Resident Card.
- Pay the application fee. (\$21)

(More information about obtaining an ID card can be found at http://www.dmv.ca.gov/dl/dl_info.htm#idcard.)

What if I don't have a social security number?

If you are legally in the United States, but cannot get a social security number, you do not need to provide a social security number at the DMV. However, you will need to provide a legal document which proves your birth date and legal presence.

If I have a juvenile record, will my employer be able to get this information?

Most employers (law enforcement agencies, certain government agencies and certain private employers are exceptions¹⁶⁷) should not be able to get information that is in your juvenile record unless you give it to them or give them permission to see it. However, if you get your juvenile record sealed, no one can get access to your record¹⁶⁸, See the section called **Access to and Sealing of Records** for more information.

Is there a limit on how much I can save?

Yes. Any savings that you plan to use to prepare to leave or when you leave foster care may not exceed \$10,000 including interest.¹⁶⁹ This type of savings account is called an emancipation account. The government may not make you use any of your savings in this account to help pay for your foster care placement.¹⁷⁰

You may also save money in a different account than your emancipation account. However, the government may ask you to use any money you save over \$1,000 that is placed in this account to help pay for your foster care placement.

What is an emancipation account?

The emancipation account is an ordinary bank account that you open, or any adult opens on your behalf, for the specific purpose of saving money that you earn through a job, participation in an ILSP program, or any other source detailed in your written transitional independent living plan to help you make it on your own when you leave the system.

How do I set up an emancipation account?

Your ILSP worker will help you with this. You can set up an emancipation account by opening, or having an adult open an account in your name with a bank or savings and loan institution that is insured. This account should be separate from any account you keep for basic spending money. The money that you deposit in this account must be from work or other sources that are part of your written independent living transitional plan. The money in this account must be used for purposes related to the goal of emancipation or when you leave foster care. If you need to withdraw money from this account while you are still in foster care, your social worker must agree in writing that the reason you need to withdraw the money is related to the goal of emancipation and place the written approval of the withdrawal in your case file.

LEAVING THE SYSTEM



EMANCIPATION

What does "emancipation" mean?

It means being free from the custody and control of your parents, guardians, the social service agency and the juvenile court.¹⁷¹ Legally, when you turn 18, or reach the age of "majority," you become an adult under the law.¹⁷² This means that you can vote, enter into contracts, get married and have certain other rights and responsibilities. Sometimes, however, the court will keep jurisdiction over your case and the court will still be involved in your life after you turn 18.

Do I have to leave foster care when I turn 18?

Juvenile courts in California are allowed to keep your case open until you turn 21, but they are not required to.¹⁷³ In some counties, almost all youth leave the system when they turn 18, or maybe 19 if they are still working toward a high school diploma, GED or vocational certificate.¹⁷⁴ There are some things that need to happen in every county before the court can terminate jurisdiction and "emancipate" you from foster care. [Beginning January 1, 2012, you will have the option to stay under or leave the court's jurisdiction at age 18.](#)¹⁷⁵

Will I still get health insurance when I leave foster care?

If you are in foster care when you turn 18, you can continue to use Medi-Cal until you turn 21. (See the **Transitional Medi-Cal** section of this booklet).

Can I get emancipated before I turn 18?

You can be emancipated under 18 if you get married or join the armed services – with the consent of your parent(s) or guardian(s) and the court.¹⁷⁶ You can also be emancipated by a judge¹⁷⁷; but you won't qualify for emancipation by a judge if you are living in a group home, foster home, temporary shelter or living in any other situation where someone else supports you.

To be emancipated by a judge before you turn 18, you must be at least 14, living independently and managing your own finances, including having a legal source of income and managing your own finances and paying for things like food, clothing and housing.¹⁷⁸ Even if you meet the basic requirements, a judge may refuse to declare you emancipated if it is "contrary to your best interest," or in other words, not good for you.¹⁷⁹

Is emancipation my best option before I turn 18?

Emancipation is not for everyone. Very few youth meet the requirements before reaching the age of 18. Plus, emancipation may not be necessary to get the things you need. If, for example, you need a different living situation, it may be a better option to try to get your placement changed or a different living arrangement approved by the court. (See **Types of Placements, Independent Living** and **Role of the Courts** sections in this booklet.) You already have the right to get counseling and treatment for things like contraception, sexually transmitted diseases, pregnancy-related treatment, and drug and alcohol abuse treatment without notice to or the consent of adult. Emancipation is a serious step and should be considered carefully. Even after you're emancipated, you'll still be treated as a minor in some ways. Emancipation won't let you drive before the age of 16.¹⁸⁰ It also doesn't change the rules about statutory rape. Until you turn 18, you'll still need parental or court permission to get married.¹⁸¹ You still won't be able to drink¹⁸² or smoke.¹⁸³ You also won't be able to vote.¹⁸⁴

TRANSITIONAL MEDI-CAL

Can I still get Medi-Cal when I leave foster care when I turn 18?

If you are in the foster care system when you turn 18, you can continue to use Medi-Cal until you turn 21.¹⁸⁵ To receive these benefits you must keep living in California and make sure your social worker and Medi-Cal office know:

- your current address,
- if you want to continue under Medi-Cal, and
- if you will be getting any other health insurance.¹⁸⁶

This type of Medi-Cal does not depend on how much money you have or what type of living arrangement you live in once you leave foster care.¹⁸⁷ You will have to go through the review process once a year and show that you are still under 21, living in California, and want to continue receiving Medi-Cal.

If you are going to turn 18 soon and leave the foster care system, but no one has talked to you to find these things out, call your social worker or call your county's Medi-Cal eligibility worker to set up an appointment.¹⁸⁸

This extension of Medi-Cal does not apply to you if you are in the Kin-GAP program, an undocumented immigrant, or living in a residential treatment facility. You are not disqualified if you are on probation, though.¹⁸⁹

TRANSITIONAL HOUSING PROGRAM PLUS (THP+)

What is the Transitional Housing Program Plus (THP+)?

THP+ is a program designed to help you live on your own once you have left foster care by helping you with housing and other services.¹⁹⁰ The THP+ program is run by local county governments.¹⁹¹

Who is eligible for THP+?

You are eligible for THP+ if:

- you are between the ages of 18 and 24;¹⁹² and
- you have emancipated out of foster care in a county that has chosen to participate in the THP+ program.¹⁹³ Sometimes counties will offer THP+ to youth that emancipated from foster care in a different county, but are now living in their county.¹⁹⁴

How long can I get THP+ Services for?

You cannot receive THP+ services for more than 24 months.¹⁹⁵ You also cannot receive THP+ if you are over the age of 23.

Does it cost anything to stay in THP+ housing?

This depends on the program. You will need to check with the individual program to find out how much it costs. You may be charged monthly rent, but the cost is regulated by California law.¹⁹⁶

Does every county have a THP+ program?

Unfortunately, no. Counties choose whether or not to participate in the THP+ program. To find out if your county participates in the THP+ program, you can contact a transitional housing coordinator in your county. See the section of this booklet called **Useful Resources** for more information.

ACCESS TO AND SEALING OF RECORDS

Can I get my juvenile court record sealed?

Yes. You can seal your records if you are a dependent (300) status offender (601), or delinquent (602)¹⁹⁷. You can get them sealed:

- five years after your last juvenile court contact. That means five years after the juvenile court jurisdiction ended or the first time you were ordered to appear before your probation officer, whichever is later.

or

- after you turn 18,

but,

- if you've committed certain serious crimes, you will not be able to seal your records.¹⁹⁸

For more information about sealing your records, see the **Useful Resources** section of this booklet.

How do I get my juvenile court records sealed?

Your records won't be sealed automatically. *You* must do something to get them sealed. A petition must be filed with the juvenile court asking the judge to seal your records.¹⁹⁹ Contact your dependency or delinquency attorney for information about sealing your records. You can also get information on record sealing from the probation department, the social service agency or the juvenile court in the county where your case was handled. (WIC 826.6) The Public Defender's office or your local Legal Aid office may be able to provide you with free legal help to seal your record. The probation department, social service agency or the juvenile court may be able to give you referrals to other agencies for free legal help to assist you in sealing your record.

What can I say to people who ask me if I have a juvenile court record?

After your juvenile court records are sealed, you can *totally deny* having a record. In other words, the law says that you can say that the juvenile court case never happened. You can also deny having a sealed record. You can even deny being arrested, detained, or having any contact with the juvenile court.²⁰⁰ This rule is to help you avoid the stigma of having been involved with the juvenile court.

After my records are sealed, can anyone look at them?

Only with your permission. If you want someone to look at your record, you'll have to ask the court to let it happen.²⁰¹ Keep in mind it could take months to seal your whole record. This is the time it takes for the court to contact all the agencies with information about you.

Will the records ever be destroyed?

Yes, if your records can be sealed. But when they're destroyed depends on whether you had them sealed and your juvenile court status. Records that the law does not allow to be sealed cannot be destroyed. The Juvenile Court must order that your juvenile court records (all records and papers, any minute book entries, dockets and judgment dockets) be destroyed as described in the chart below. You can also ask the court to order any agency that keeps any of your records after the juvenile court

records are destroyed to destroy the agency records they have kept²⁰². You may also request that the records be released to you before they are destroyed.²⁰³

WHEN JUVENILE COURT RECORDS ARE DESTROYED

Juvenile Court Status	When Juvenile Court Records Are Destroyed
Section 300 <i>Dependent</i>	At age 28 ²⁰⁸ , or 5 years after they're sealed. ²⁰⁹
Section 601 <i>Status Offender</i>	Sealed records destroyed after 5 years. Unsealed records destroyed at age 21. ²¹⁰
Section 602 <i>Delinquent</i>	For certain serious crimes, records cannot be destroyed. At age 38, for records of all other crimes. ²¹¹

USEFUL RESOURCES

- **Office of the State Foster Care Ombudsman²¹²** (877) 846-1602
<http://www.dss.cahwnet.gov/ombudsman/fosteryouthhelp@dss.ca.gov>

Contact information for county offices may be found at:
www.fosteryouthhelp.ca.gov/pdfs/CountyContacts.pdf

County Ombudsman Offices

Alameda	(510) 268-2365
Fresno	(559) 253-9450
Kern	(661) 631-6071
Los Angeles (Foster Care/Relative Homes)	(888) 889-9800/ (626) 938-1718
Los Angeles (Group Homes)	(888) 445-1234/ (213) 893-7988
Los Angeles (Emancipation Issues)	(626) 229-3849
Los Angeles (Probation)	(877) 822-3222/ (526) 940-2515
Orange	(714) 245-6015
Riverside	(909) 358-3236/ (909) 358-3134
Sacramento	(916) 875-2000
San Diego	(858) 694-5319
San Francisco	(415) 401-4449
San Mateo	(650) 802-6465/ (650) 595-7663
Santa Clara	(408) 436-7600
Solano	(707) 438-0110

Other Offices

Medi-Cal Ombudsman	(888) 452-8609
Medi-Cal Ombudsman (Dept. of Mental Health)	(800) 896-4042
California Youth Authority Ombudsperson Office)	(916) 262-1467

- **Community Care Licensing (CCL)**

More information on CCL is located at: www.ccl.dss.cahwnet.gov/res/pdf/childres_rolist.pdf and www.ccl.d.ca.gov

Statewide Children's Residential Program Offices

(916) 445-4351 / (310) 665-1940
All Counties

Northern California Children's Residential Program Regional Office

(916) 263-4700
Counties: Amador, Calaveras, El Dorado, Nevada, Placer, Sacramento, San Joaquin, Solano, Stanislaus, Tuolumne, Yolo

Chico Children's Residential Program Local Unit

(530) 895-5033

Counties: Butte, Colusa, Del Norte, Glenn, Humboldt, Lake, Lassen, Modoc, Plumas, Shasta, Sierra, Siskiyou, Sutter, Tehama, Trinity and Yuba

Central California Children's Residential Program Regional Office

(408) 277-1289

Counties: Monterey, San Benito, Santa Clara, Santa Cruz

Fresno Children's Residential Program Local Unit

(559) 243-8080

Counties: Alpine, Fresno, Inyo, Kings, Madera, Mariposa, Merced, Mono, Tulare

Rohnert Park Children's Residential Program Local Unit

(707) 588-5026

Counties: Marin, Mendocino, Napa, Sonoma

San Bruno Children's Residential Program Local Unit

(650) 266-8800

Counties: Alameda, Contra Costa, San Francisco, San Mateo

Pacific Inland Children's Residential Program Regional Office

(951) 782-4207

Counties: Riverside, Imperial, and San Bernardino

Orange County Children's Residential Program Local Unit

(714) 703-2840

County: Orange

San Diego Children's Residential Program Local Unit

(619) 767-2300

Counties: San Diego

Los Angeles and Tri-Coastal Counties Children's Residential Program Regional Office

(323) 981-3300

Counties: Los Angeles, Ventura, Kern

Santa Barbara Children's Residential Program Local Unit

(805) 682-7647

Counties: San Luis Obispo, Santa Barbara

Los Angeles Metro and Valley Children's Residential Program Regional Office

(310) 568-1807

County: Los Angeles

Woodland Hills Children's Residential Program Local Unit

(818) 596-4334

County: Los Angeles

- **California Youth Crisis Line** (24 hours a day). **(800) 843-5200**

The Youth Crisis Line can answer questions about:

- food • health care • drug treatment
- child care • where to stay • where to get legal help

It's confidential. You can also call just to talk.

- **California Youth Connection (CYC)** **(800) 397-8236**

CYC is an organization to help you speak out about the needs of foster youth. CYC was started by foster youth in 1988 to give you a voice about issues that affect you. CYC members work on legislation, speak to the legislature and other policy makers, and work on statewide committees and in their own communities, to improve the foster care system. CYC is youth run and each year youth put on two statewide conference where CYC members from all over California come together to discuss issues. CYC builds leadership skills and gives you a network of current and former foster youth for peer support. You can join CYC at age 14 and remain a member until age 24. Many Independent Living Skills Programs have CYC chapters. To find out if there is one in your county, contact your county Independent Living Program or call the CYC statewide office.

- To find out about your county's **Independent Living Programs** call the office in your county. More information can be found at:

<http://www.childsworld.ca.gov/res/pdf/ILPCC03.pdf>

- To find out about your county's **Transitional Housing Programs** call the office in your county. More information can be found at:

<http://www.childsworld.ca.gov/res/pdf/TransitionalHousingContact.pdf>

- For more information about **Sealing Your Records**, you can visit:

http://www.youthlaw.org/fileadmin/ncyl/youthlaw/publications/seal_access_records/Sealing_of_JuvenileRecords_Handout_Alameda.pdf

or

http://www.youthlaw.org/fileadmin/ncyl/youthlaw/publications/seal_access_records/Sealing_JuvenileRecords_JD.pdf

- Other helpful numbers for your **county** include:

(County agencies: please fill in names and numbers for the court, Medi-Cal, after care programs, CASA, and any other services you have found useful.)

(Name)

(Telephone Number)

(Name)

(Telephone Number)

(Name)

(Telephone Number)

(Name)

(Telephone Number)

(Name)

(Telephone Number)

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The number refers to the page number that has a definition for the word.

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ENDNOTES

1. The following abbreviations refer to United States (federal) law:

CFR	Code of Federal Regulations
INA	Immigration and Nationality Act
USC	United States Code

The following abbreviations refer to California law:

BPC	Business & Professions Code
CC	Civil Code
EC	Education Code
FC	Family Code
GC	Government Code
HSC	Health & Safety Code
PeC	Penal Code
PrC	Probate Code
VC	Vehicle Code
WIC	Welfare & Institutions Code
CCR	California Code of Regulations
RC	California Rules of Court

The following abbreviations refer to California administrative documents:

ACWDL	All County Welfare Directors Letter (http://www.dhcs.ca.gov/services/Medi-Cal/eligibility/Documents/00-61.pdf)
ACIN	All County Information Notice (http://www.dss.cahwnet.gov/lettersnotices/PG1011.htm)
DSSM	California Department of Social Services Manual of Policies and Procedures, Division 31, Child Welfare Services Manual

3. WIC 16001.9(a)(8)
4. DSSM 31-002(g)(1); 31-020
5. 22 CCR 84072.2; WIC 16001.9(a)(8)
6. 22 CCR 89372(a)(4)
7. WIC 300
8. WIC 601(a), (b)
9. WIC 602
10. WIC 315-16; 319
11. WIC 334
12. WIC 355; 356
13. WIC 358; RC 1451
14. WIC 358(b); 358.1

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15. WIC 366.21(c)
 16. WIC 364(a); 366(a)
 17. WIC 366.21
 18. WIC 399
 19. WIC 293(a)--(c); 366.21(b)
 20. WIC 366.21(f)
 21. WIC 366.21(g)(1)
 22. WIC 366.21(g); 366.26(b)(1),(3)
 23. WIC 366.26(b)(3), (5)
 24. WIC 366.26(c)(1)(B): The court can consider guardianship only if the court finds that one of the following situations exist: (1) the child lives in a residential treatment facility; adoption is unlikely, and continuation of parental rights will not prevent finding the child a permanent family placement once the child leaves the facility; (2) the parents have maintained regular visitation and contact with the child and the child would benefit from a continuing relationship with the parents; (3) the child is at least 12 years old and the child objects to termination of parental rights; (4) exceptional circumstances prevent the child's current caretakers from adopting and the removal of the child would be seriously detrimental to the emotional well being of the child; or (5) at each and every hearing at which the court was required to consider reasonable efforts or services, the court found reasonable efforts at family reunification were not made or reasonable services were not offered or provided to parents.
 25. WIC 366.21(g)(3); 366.26(b)(5)
 26. WIC 366.3(d), (j)
 27. WIC 366.26(b)(1)
 28. FC 8602
 29. FC 8604; 8605; 8606
 30. FC 8616
 31. WIC 16115, *et seq* ; WIC 16120(a)(1)
 32. WIC 16120.1
 33. WIC 16121
 34. WIC 366.26(i)(3)
 35. WIC 366.21(g); 366.26(b)(3): For children who are not dependents in the juvenile court, guardianship proceedings are governed by PrC1500 *et. seq.* and are handled in the family or probate division of the Superior Court.
 36. WIC 11363(a)
 37. PrC 1600; FC 7002(a), (b)
 38. WIC 293(a)(4); 294(a)(3); 295(a)(4); 349; 366.21(a), (b)
 39. WIC 399; 16001.9(a)(17)
 40. WIC 353.1; 388
 41. WIC 399; 16001.9(a)(17)

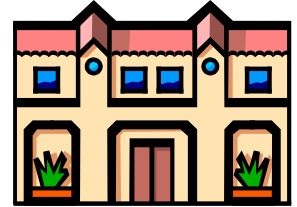
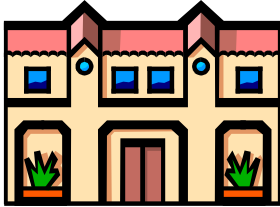
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42. WIC 361.3(a)
 43. WIC 349; 317(c), (e)
 44. WIC 317(c); RC 5.660(b)
 45. WIC 317(c),-(e)
 46. WIC 317(d), (e)
 47. *In Re Kristen B.*, 187 Cal.App.3d 596, 608; 232 Cal.Rptr. 36, 43 (1986).
 48. RC 5.530; *Charles S. v. Superior Court*, 168 Cal.App.3d 151, 156; 214 Cal.Rptr. 47, 50 (1985)
 49. RC 5.530; *In re B.G.*, 11 Cal.3d 679, 693; 114 Cal.Rptr. 444, 454 (1974); *In re Joshua S.*, 205 Cal.App.3d 119, 122; 252 Cal.Rptr. 106, 107 (1988)
 50. WIC 295(a)(6)
 51. WIC 346
 52. WIC 366.21(c); 355(b)(1)
 53. WIC 16000(a)
 54. WIC 16501.1
 55. WIC 16501.1(d)
 56. WIC 16501.1(c)(1); DSSM 31-205
 57. WIC 16501.1(a), (f); DSSM 31-206
 58. WIC 16010(a); DSSM 31-206.35
 59. WIC 16501.1(d); 11405(b)(2)
 60. WIC 16001.9(a)(19); 16501.1(f)(12)
 61. WIC 16501.1(f)(16)(B); DSSM 31-206
 62. DSSM 31-525.61; 31-525.64; 31-525.7
 63. WIC 16501.1(f)(12)
 64. WIC 16001.9(a)(19)
 65. WIC 16501.1(f)(13)
 66. WIC 16507.4(b) (2)
 67. WIC 300; 319(e); 361.2(e)
 68. WIC 361.2(e); DSSM 31-405
 69. WIC 16001.9(a)(9)
 70. WIC 16001.9(a)(9)
 71. ACIN I-80-05
 72. WIC 16001.9(a)(9); ACIN I-80-05
 73. WIC 16001.9(a)(9)
 74. 22 CCR 84072(c)(20), (21)
 75. 22 CCR 83072(c)(6), 84072(c)(11), 89372(c)(16); ACIN I-80-05

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76. WIC 16001.9(a)(6), (8), (9); ACIN I-80-05
 77. ACIN I-80-05
 78. ACIN I-80-05; 22 CCR 83072(c)(6); 84072(c)(11); 89372(c)(16)
 79. 22 CCR 83072(c)(3),(4),(6)
 80. DSSM 31-320.2
 81. DSSM 31-320.31; 31-320.4
 82. DSSM 31-320.414
 83. WIC 362.1(a); DSSM 31-340.2; WIC 16001.9(a)(6)
 84. WIC 16507(a); DSSM 31-345; WIC 16001.9(a)(6)
 85. WIC 16501.1(f)(5)
 86. WIC 16501.1(f)(8)
 87. WIC 16002(b); 16001.9(a)(7)
 88. WIC 16002(b); 16501.1(f)(8); 16501.1(g)
 89. WIC 16001.9(a)(4)
 90. FC 6925. Minors may not give consent to sterilization procedures (permanent prevention of reproduction including vasectomies, tubal ligation, hysterectomies etc.)
 91. FC 6926
 92. FC 6929
 93. FC 6927
 94. FC 6928
 95. FC 6924(f): Minors may not consent to receive psychotropic medications, psychosurgery or shock treatment.
 96. WIC 16001.9(a)(5)
 97. WIC 369
 98. WIC 14005.28; ACIN I-117-00; ACWDL 00-61;
 99. FC 6925
 100. FC 8604, 8605
 101. WIC 16002.5, 16004.5
 102. WIC 300, 305, 309
 103. WIC 307.4
 104. WIC 317(b)
 105. WIC 11400(t)
 106. WIC 16501.25(b)(1)
 107. WIC 16501.25(b)(1)
 108. WIC 16501.25(b)(2)-(3)

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109. WIC 16501.25(b)(3)
 110. WIC 16501.25(c)
 111. WIC 11465(d)(2)
 112. WIC 11465; 16501.25
 113. WIC 16001.9(a)(13)
 114. EC 48853(g)
 115. WIC 361(a)
 116. WIC 361(a)
 117. WIC 361(a)
 118. GC 7579.5
 119. EC 48853
 120. EC 48853.5(d)(1),(2), (5), (7)
 121. EC 48853.5(d)(3)
 122. EC 48853.5(d)(8)
 123. EC 48853.5(d)(4)(B)
 124. EC 49069.5(d), (e)
 125. EC 49069.5(c)
 126. EC 49069.5(d), (e)
 127. EC 49069.5(h)
 128. EC 48205
 129. EC 48205 (b)
 130. 22 CCR 80072(a)(5), 89372(c)(17); WIC 16001.9(a)(10)
 131. 22 CCR 89173(c); DSSM 31-420.12
 132. WIC 16001.9(a)(23)
 133. INA § 101(a)(27)(J); 8 USC § 1101(a)(27)(J)
 134. 8 CFR § 204.11(c)(1)
 135. 8 CFR § 204.11(c)(2)
 136. 8 CFR § 204.11(c)(3)
 137. 8 CFR § 204.11(a), (c)(4)
 138. INA § 101(a)(27)(J)(i); 8 USC § 1101(a)(27)(J)(i).
 139. 8 CFR § 204.11(a), (c)(6); INA § 101(a)(27)(J)(ii); 8 USC § 1101(a)(27)(J)(ii)
 140. WIC 16001.9(a)(23)
 141. WIC 10850(a); RC 5.552; WIC 16001.9(a)(22)
 142. 22 CCR 84070; 80070(c). (e)
 143. EC 49076(a)(6)

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144. WIC 827(a); RC 1423
 145. 22 CCR 80070(e)
 146. VC 12509; 12814.6(a)(1)
 147. VC 12814.6(a)
 148. VC 12814.6
 149. VC 12814.6(b)
 150. VC 17701
 152. WIC 391(a)
 153. WIC 391(b)
 154. WIC 391(c)
 155. DSSM 31-002(i)(1), 31-525.3; WIC 16001.9(a)(16)
 156. DSSM 31-002(t)(4)-(5)
 157. DSSM 31-525.86
 158. DSSM 31-525.3. Youth in voluntary foster care placements are not eligible.
 159. DSSM 31-525.33
 160. WIC 16522(a)
 161. WIC 16522(d)(1)-(3)
 162. 22 CCR 84077(a)(2)
 163. 22 CCR 89372(c)(18)(C)
 164. 22 CCR 89372(c)(18)(D)
 165. EC 49116
 166. WIC 16001.9(a)(14); DSSM 31-525.82
 167. Labor Code 432.7; Penal Code 11155.5
 168. WIC 781
 169. WIC 11155.5
 170. WIC 11155.5(a); 16001.9(11)
 171. FC 7050(c)
 172. FC 650
 173. WIC 303
 174. WIC 11403
 175. 2009 CA A.B. 12
 176. FC 7002
 177. FC 7002(c); 7120; 7122
 178. FC 7120(b)

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179. FC 7122(a)
 180. VC 12509; 12814.6
 181. FC 302
 182. BPC 25658(b)
 183. PeC 308(b)
 184. United States Constitution, Amendment XXVI
 185. WIC 14005.28; ACIN I-117-00; ACWDL 00-61, 00-20
 186. ACIN I-117-00
 187. ACWDL 00-61
 188. ACIN I-117-00
 189. ACWDL 00-61
 190. WIC 16522; DSSM 30-912
 191. 22 CCR 86001(t)(2)
 192. WIC 11403.2(a)(2)
 193. WIC 11400(r)(1), WIC 11403.2, DSSM 30-913.1
 194. DSSM 30-913.1
 195. DSSM 30-913.2
 196. DSSM 30-914
 197. WIC 389; WIC 781
 198. WIC 389(a); WIC 781(a)
 199. *Id*
 200. *Id.*
 201. *Id.*
 202. WIC 826(b)
 203. *Id.*
 208. WIC 826(a)
 209. WIC 389(c)
 210. WIC 826(a)
 211. *Id.*
 212. WIC 16164, 16165, 16001.9(a)(8)



DEPARTMENT OF CHILDREN AND FAMILY SERVICES
YOUTH DEVELOPMENT SERVICES (ILP)
LOS ANGELES COUNTY
TRANSITIONAL HOUSING PLACEMENT PROGRAM
THPP STEERING COMMITTEE YOUTH BACKGROUND SUMMARY

- **Background-** Delinquent history/substance abuse history and family relationship and status.
- **Adjustment to placement-** Placement history, completion of chores, curfew, interaction with peers and staff.
- **CSW Assessment** – Letter regarding the youth.
- **Employment-** Work history.
- **Visitation Plan-** Parents, siblings and adult plan.
- **Counseling-** Behavior health needs and status
- **Medication/Medical** – Physical health needs and status-medication-allergies
- **ILP-** Date of completion of ILP classes.
- **Education-** Educational needs and status
- **Interest-** Hobbies, activities.
- **Future Plans-** Career goals, college, vocational training.
- **Special Incidents** – Conduct in placements, school and public.
- **Concerns-** Behavior, attitude and criminal behavior.

Ansell-Casey Life Skills Assessment
Youth Level 4
(Version 4.0)

Instructions: These questions will ask you about what you know and can do. Try to answer all the questions.

Demographics

1. I am: () Male () Female

2. My current age (years): _____

3. My grade in school:

- () 1st grade
- () 2nd grade
- () 3rd grade
- () 4th grade
- () 5th grade
- () 6th grade
- () 7th grade
- () 8th grade

- () 9th grade
- () 10th grade
- () 11th grade
- () 12th grade
- () Trade school
- () In college
- () Not in school
- () Other

4. My race/ethnicity? (Please choose all that apply)

- | | |
|---|-------------------------------|
| () American Indian or
Alaskan Native | () Korean |
| () Asian Indian | () Native Hawaiian |
| () Black, African-American | () Other Asian |
| () Chinese | () Other Pacific Islander |
| () Filipino | () Other Race: _____ |
| () Guamanian or
Chamorro | () Samoan |
| () Hispanic/Latino/Spanish | () Vietnamese |
| () Japanese | () White |

5. My primary race/ethnicity? (Please choose only one)

- | | |
|---|-------------------------------|
| () American Indian or
Alaskan Native | () Korean |
| () Asian Indian | () Native Hawaiian |
| () Black, African-American | () Other Asian |
| () Chinese | () Other Pacific Islander |
| () Filipino | () Other Race: _____ |
| () Guamanian or
Chamorro | () Samoan |
| () Hispanic/Latino/Spanish | () Vietnamese |
| () Japanese | () White |

6. If you are American Indian, Native American, or Alaska Native, please write the name of your Tribal or Community Affiliation on the line below.

7. **Postal (zip) code of your home address (for research purposes):** _____

8. **Which answer best describes your current living situation:**

- ☐ On my own (alone or shared housing)
- ☐ With my birth (biological) parents
- ☐ With my birth (biological) mother or father
- ☐ With my adoptive parent(s)
- ☐ With my foster parent(s) who is/are unrelated to me
- ☐ With relatives (not foster care)
- ☐ With relatives who are also my foster parents
- ☐ In a group home or residential facility
- ☐ In a juvenile detention or corrections facility
- ☐ With a friend's family (not foster care)
- ☐ At a shelter or emergency housing
- ☐ With my spouse, or partner, or boyfriend or girlfriend
- ☐ Other

9. **How many years have you been in this living situation?** _____

10. **I have a Social Security number:**

- ☐ Yes ☐ No

11. **I have a copy of my birth certificate:**

- ☐ Yes ☐ No

12. **I have a photo ID:**

- ☐ Yes ☐ No

13. **When completing this assessment, I am at the following location:**

- ☐ Employment or vocational agency
- ☐ Youth/family community service agency
- ☐ School library, classroom, or computer room
- ☐ Public Library
- ☐ Foster care agency
- ☐ Recreation facility (like YMCA, Boys/Girls Club)
- ☐ Where I live
- ☐ University
- ☐ Church, synagogue, temple, mosque or religious facility
- ☐ Juvenile detention or correction facility

Knowledge and Behavior Items

Please circle the number (1, 2 or 3) that describes you best:

	Not like me	Somewhat like me	Very much like me
Career Planning			
1. I have used school resources to investigate different types of employment	1	2	3
2. I discuss education plans with teachers, employer, or counselors	1	2	3
3. I know of resources in the community that provide tutoring	1	2	3
4. I have explored work-related internships	1	2	3
5. I read to improve my work skills	1	2	3
6. I know the education required for the work I am interested in doing	1	2	3
7. I sometimes read materials to further my knowledge in a specific area	1	2	3
8. I have a career plan	1	2	3
9. I can find financial aid resources to further my education	1	2	3
10. I can name two reasons why personal contacts can be important in finding a job	1	2	3
11. I know where to find information about job-training	1	2	3
12. I can explain the difference between assertive and aggressive behavior	1	2	3
13. I can demonstrate two positive ways for dealing with discrimination	1	2	3
Daily Living			
1. I plan nutritious meals	1	2	3
2. I evaluate my diet for nutritional balance	1	2	3
3. I eat a variety of healthy foods each day	1	2	3
4. I think about how what I eat impacts my health	1	2	3

	Not like me	Somewhat like me	Very much like me
5. I look at calories and fat content on product labels	1	2	3
6. I eat some vegetables each day	1	2	3
7. I use a shopping list at the grocery store	1	2	3
8. I compare prices to get the best value	1	2	3
9. I clean kitchen equipment after meal preparation	1	2	3
10. I can make meals using a recipe	1	2	3
11. I follow the directions on cleaning products	1	2	3
12. I check clothing-care directions when doing laundry	1	2	3
13. I use good table manners	1	2	3

Housing and Money Management

1. I can calculate the costs of car ownership (e.g., registration, maintenance)	1	2	3
2. I can describe how to monitor a checking account balance	1	2	3
3. I can describe how to develop a good credit rating	1	2	3
4. I can name three disadvantages of purchasing with credit	1	2	3
5. I know the typical fee charged for ATM transactions	1	2	3
6. I understand what is covered by liability car insurance	1	2	3
7. I know where to find tax information on a pay stub	1	2	3
8. I know how to find out about my credit rating	1	2	3
9. I can calculate housing start-up costs (e.g., application fee, security deposit)	1	2	3
10. I know where in my community one can get help for completing tax returns	1	2	3

	Not like me	Somewhat like me	Very much like me
11. I know the advantages and disadvantages of buying from “rent-to-own” stores			
12. I know what information is asked for in an apartment rental application	1	2	3
13. I balance my bank statement regularly	1	2	3
14. I can use an Automatic Teller Machine (ATM)	1	2	3
15. I understand the consequences of breaking a lease	1	2	3
16. I can explain the benefits of having homeowner or renter’s insurance	1	2	3
17. I have completed an income tax form	1	2	3
18. I plan for the expenses that I must pay each month	1	2	3
19. I can name two ways to invest money	1	2	3
20. I can identify two ways to put money into savings	1	2	3
21. I keep a record when I pay bills	1	2	3
22. I can complete a money order	1	2	3
23. I can get to an appointment by myself, even if I have not been to that location before	1	2	3
24. I can describe two or more ways to search for housing	1	2	3
25. I know the necessary steps for getting a driver’s license	1	2	3
26. I can compare housing choices based on cleanliness and costs	1	2	3
27. I have developed a budget	1	2	3
28. I compute discounts, for example, how much a \$12.90 item would cost after a 15% discount	1	2	3
29. I know the consequences of driving without insurance	1	2	3

	Not like me	Somewhat like me	Very much like me
Self Care			
1. I can identify two signs of pregnancy	1	2	3
2. I can identify two community resources that provide prenatal care	1	2	3
3. I can identify two ways to avoid peer pressure to use drugs	1	2	3
4. I can identify three methods of birth control	1	2	3
5. I can explain ways to protect myself from sexually transmitted diseases (STDs)	1	2	3
6. I know how to talk to a partner about sexually transmitted diseases (STDs)	1	2	3
7. I can describe two strategies for responsible drinking	1	2	3
8. I can explain what to do when a fever doesn't improve	1	2	3
9. I can resist pressure to have sex	1	2	3
10. I can explain how hygiene affects one's health	1	2	3
11. I can explain when it is best to make a doctor's appointment instead of visiting the emergency room	1	2	3
12. I know how to make a dental appointment	1	2	3
13. If illegal drugs are offered to me I can refuse them	1	2	3
14. I treat simple injuries like cuts, bites, stings and splinters	1	2	3
15. I know where I could go to get help with depression or other emotional problems	1	2	3
Social Relationships			
1. I confide in my friends	1	2	3
2. I turn to others for support when I have family problems	1	2	3
3. I am part of a group, besides my family, that cares about me	1	2	3

	Not like me	Somewhat like me	Very much like me
4. I show others that I care about them	1	2	3
5. I encourage others to talk about their feelings	1	2	3
6. I am comfortable with the number of friends I have	1	2	3
7. I can identify two or more people I can turn to for help	1	2	3
8. I usually receive feedback without getting angry	1	2	3
Work Life			
1. I demonstrate the behaviors required of a good employee (e.g., being on time)	1	2	3
2. I understand what is appropriate behavior in a job interview	1	2	3
3. I accept supervision and direction	1	2	3
4. I can ask a supervisor for help if I need it	1	2	3
5. I have completed a job application	1	2	3
6. I get along with co-workers	1	2	3
7. I manage my time to complete tasks	1	2	3
8. I thank people when they do things for me	1	2	3
Extra Items			
1. I know where a fire extinguisher is located where I live	1	2	3
2. I know the rights and responsibilities of a tenant	1	2	3
3. I know how to get emergency assistance to pay utilities	1	2	3
4. I know whom to contact to get low-income housing	1	2	3
5. I know where in my area I can go to access the Internet	1	2	3
6. I can explain the benefits of doing volunteer work	1	2	3
7. I can use resources other than the newspaper to find job openings	1	2	3

	Not like me	Somewhat like me	Very much like me
8. I have written my resume	1	2	3
9. I know where the nearest state employment office is located	1	2	3
10. I know how to use a computer	1	2	3
11. I understand what is included in employee benefits	1	2	3

Performance Items:

Please mark the best answer for each of the following questions:

Career Planning

- Which of the following is an award of money that a qualified undergraduate student does not need to repay?
 - An e-studentloan.com award
 - A Federal Pell Grant
 - A Sallie Mae grant
 - A Nellie Mae grant
- What is the most important reason why personal contacts are important in finding a job?
 - Personal contacts can hire you themselves
 - Personal contacts may know of good job openings that might fit you
 - Personal contacts may know the job market better than you
 - All of the above
- Which of the following should not appear on a resume?
 - Your name and address
 - Your e-mail address and phone number
 - Your age and race
 - Your work and education experience

Daily Living

- If you buy milk that has a label stating that "best used by September 15th," this means...?
 - You need to use the product by September 1st
 - You need to use the product by September 15th
 - You need to buy the product by September 15th
 - You need to use the product by October 1st

5. A recipe requires you to add "4 tsp. of flour." How much flour should you add?
 - A. 4 cups
 - B. 4 eyedropper drops
 - C. 4 tablespoons
 - D. 4 teaspoons
6. To get the best prices at the grocery store, you should...?
 - A. Shop when you are hungry
 - B. Take a grocery list and compare prices on the items you want to buy
 - C. Buy only the products that are on sale, no matter what they are
 - D. Buy only enough for what you plan to eat that day

Housing & Money Management

7. All taxable income, less IRS allowable adjustments to income, is called...?
 - A. Net income (NI)
 - B. Adjusted Gross Income (AGI)
 - C. FICA
 - D. Annual Percentage Yield (APY)
8. A large extra payment that may be charged at the end of a loan or lease is called...?
 - A. A surprise payment
 - B. A Balloon Payment
 - C. An amortization
 - D. An Adjustable Rate Mortgage (ARM)
9. The period of time between the date a loan payment is due and when it is late is called?
 - A. A grace period
 - B. Float time
 - C. Index
 - D. Liability on an account

Self Care

10. Which of the following blood-alcohol levels is defined as legally drunk in all of the United States?
 - A. .08 or more
 - B. .06
 - C. .04
 - D. .02

11. If you have a severe sharp pain on the right side of your abdomen, you should...?
 - A. Ignore it; it is probably indigestion
 - B. Pay close attention to it; it may be appendicitis
 - C. Lay down until it goes away
 - D. Eat something because this means you are hungry
12. If a woman missed her period, starts to have an enlarged abdomen, and experiences some nausea and vomiting, what is very likely true about her?
 - A. She may have the flu
 - B. She may have a venereal disease
 - C. She may be pregnant
 - D. She may need to see a psychotherapist

Social Relationships

13. The most important ingredient to a successful personal relationship is?
 - A. Sex
 - B. Financial wealth
 - C. Trust
 - D. Humor
14. What is the ideal number of close friends to have?
 - A. 1
 - B. 2
 - C. 3
 - D. None of the above; the ideal number varies from person to person
15. If someone you know worships differently than you, you should?
 - A. Avoid them
 - B. Think you are better than they are
 - C. Respect them as much as anyone else
 - D. Try to make them your best friend

Work Life

16. This helps you to remember to carry out all necessary job tasks, tackle the most important ones first, and not get stressed out by unimportant tasks:
 - A. A to-do list
 - B. A desk calendar
 - C. A calculator
 - D. A diary
17. A job application will probably ask for the following:
 - A. Your name
 - B. Your social security number
 - C. Your proof of eligibility to work in the country
 - D. All of the above

- ## Extra Items

- ## Assessment Evaluation

1. **Not counting today, how many times have you taken an ACLSA?**

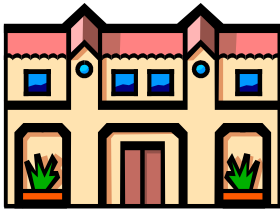
2. **I filled out this assessment (please mark all that apply):**
☐ With an adult ☐ By myself ☐ With a friend
3. **How did you like this assessment?**
☐ I liked it ☐ It was OK ☐ I didn't like it

Additional Questions

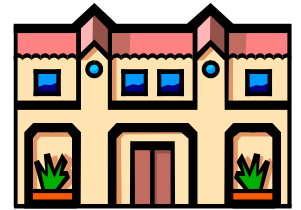
This section is for use with questions provided by your school, agency or caregiver.

If no questions have been given to you, you may stop here. Thank you.

	A	B	C	D	E
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					
14					
15					
16					
17					
18					
19					
20					



Transitional Housing Placement Program Contract Rights and Responsibilities of the Participant and the Provider



Date:

Dear

WELCOME TO THE TRANSITIONAL HOUSING PLACEMENT PROGRAM!

We want your placement in the THPP to be a successful and wonderful learning adventure! In order for this to happen, this contract outlines your rights and responsibilities as well as the rights and responsibilities of the provider:

Alcohol/Substance Abuse: THPP participants who become involved in the use of alcohol and/or drugs shall participate in counseling and/or drug testing to ensure that placement in the THPP is not jeopardized.

Allowance: The THPP participant is responsible for purchasing food and clothing, etc...The youth will contact the THPP provider to obtain transportation to the grocery store if necessary. The youth will purchase food for healthy/well-balanced meals. Clothing will be purchased; youth shall have 3 outfits for employment at the time of transition. THPP participants will keep receipts of all purchases; youth will provide the receipt at the request of the THPP provider.

Automobile: Automobiles are not permitted without prior approval by the THPP provider. The THPP participant will provide proof of the following before bringing an automobile onto THPP premises: 1) Valid California Driver's License, 2) Current automobile insurance, 3) Current car registration; I agree to report any tickets I received to the THPP provider. I agree to immediately report all accidents, whether I am the driver or passenger in an automobile.

Employment: School is your top priority. Once you graduate from high school, you will need to seek employment on a daily basis. You will follow-up on every job position and referral. In Order to save towards your transition from foster care, you may seek employment if your grades are passing and/or if you have graduated from high school.

In your search for employment, you shall leave your THPP unit no later than 9:00 a.m. every weekday and follow-up on all job positions and referrals. You will be asked to complete a job search form. Proof of employment shall be provided, for example, a pay check stub.

Transitional Housing Placement Program Contract Rights and Responsibilities of the Participant and the Provider

Energy Conservation: Appliances and electrical items will be turned off when not in use; this includes heater, air conditioning, fans, lights television, VCR/DVD, radio, computer, hair curler, hair dryers, shavers/clippers, water, etc. You will be trained on the proper use of utilities, and will be expected to report abuse of utilities by roommates.

Gangs: Gang members, family members, boyfriends, girlfriends or known associates of gangs are not permitted at the THPP apartments during your placement in the program. THPP participants are not permitted to date or be friends with gang members or gang associates during your stay in the THPP.

Dating: Dating is allowed as long as it doesn't interfere with program compliance and the program rules and regulations.

Childcare: If the participant has a child he/she must be a responsible parent, attend parenting classes and learn CPR and first aid. Parenting participants are responsible for transporting their child/children to and from the babysitter, medical and dental appointments.

Curfew: Normal curfew will be 10:00 P.M. on weekdays and on weekends unless work or approved activities extend beyond normal curfew. Prior written approval is required from your CSW to stay past the curfew hour.

Apartment Cleanliness: Participants are required to keep their THPP unit (apartment) clean daily, for example, make bed, wash dishes, clean bathroom. Major cleaning should occur once a week to include cleaning refrigerator, floors and bathrooms. Laundry will be done on a weekly basis, minimally. THPP participants will be required to maintain their apartment in a clean, safe and orderly fashion. Periodic inspections by staff will ensure that participants are practicing acceptable housekeeping habits and abiding by required safety regulations.

Money Management: You shall open a personal savings account within 30 days after you are placed in the THPP. You are required to save a minimum of 50% of your pay check. Consideration will be given to youth who have automobiles and children placed in the program.

Proof of monthly savings will be given to the THPP provider at their request. There are no exceptions.

Property / Apartment / Furnishing: You will be held accountable for maintaining the THPP apartment / residence and its furnishing in the same condition as when you moved into the apartment outside of normal wear and tear.

Transitional Housing Placement Program Contract Rights and Responsibilities of the Participant and the Provider

If destruction of property occurs you will be held responsible unless you report the damage or can prove you did not participate in the destruction.

Reporting Illegal/Dangerous Activities

THPP Participants are to report the following illegal activities and/or violation of THPP rules to THPP Staff:

- ☐ **Smoking:** Smoking of cigarettes and/or marijuana.
- ☐ **Alcohol:** Consumption of any alcohol beverages.
- ☐ **Drugs:** Use of illegal drugs including but not limited to: crack, heroin, paint thinner, spray paint, turpentine aerosols, crystal methamphetamine, etc.
- ☐ **Weapons:** Possession of weapons including but not limited to: guns, rifles, bb guns, knives (other than for cooking), bows and arrows, swords, bullets, and simulated weapons such as water guns, paint guns, nail guns, etc.
- ☐ **Smoke Detectors/Fire Extinguishers:** Removal or tampering of smoke detectors and/or fire detectors is not permitted. If smoke detectors and/or fire extinguishers disappear from the THPP apartment / residence site, youth will be charged if he/she does not report the missing items.
- ☐ **Window Screens:** Window screens are not to be removed. If they are removed and/or turned, youth will be charged if he/she does not report the damaged items.
- ☐ **Safety:** Please leave a light on (porch light if available) to insure safety after dark. Check to make sure that the following items are locked/turned off prior to leaving the apartment: doors, windows, stove, burners, heaters, air conditioner, curler, iron, etc...
- ☐ **School:** Attending school in the THPP is mandatory. I agree to notify the THPP provider before I am absent or tardy to school.

I agree to immediately notify the THPP Provider if I am suspended or expelled from school.

I will not check out of school or change school without written approval from the THPP Provider.

Transitional Housing Placement Program Contract Rights and Responsibilities of the Participant and the Provider

I agree to provide my school progress reports and report cards to the THPP Provider the day I receive the reports.

I agree to immediately notify the THPP Provider if I need a tutor.

I agree to attend classes daily. I understand that Home Study is not permitted without prior approval from the THPP provider.

After graduation, I shall enroll in college or a vocational training program full time to remain in the THPP.

Telephone: You will not accept collect telephone calls. You will not participate in dialing star 69 or any numbers that require an additional charge. You are permitted to dial 1-800-free-411 for assistance or you may use the telephone directory for assistance. A calling card will be provided for long distance calls (if necessary) to court ordered persons. You may contact county staff by calling collect if necessary. You'll receive a monthly telephone allowance. You must pay for any amount over your telephone allowance.

Transportation: You'll be transported to medical and dental appointments in cases of emergence only. You will not be transported to school, job interviews, family visits, or recreational activities. You will receive training in self-transportation to assist you with transitioning to self-sufficiency. You will contact the THPP provider if you need transportation for grocery shopping. You will be transported to mandatory THPP events.

Youth under the age of 18 years old will be accompanied to medical/dental appointments as required by the server. After required signature is obtained, THPP staff will leave the medical facility and the youth will be required to ride the bus back to placement.

Independent Living Skills Training: The THPP is to assist you with your goal of successfully transitioning from foster care. You are responsible for attending the weekly independent living skills training. You shall obtain permission before missing a skills training. Consideration will be given if you are ill or have a special school event.

Unauthorized Purchases: Expenses that are outside of normal budget expenditures must have prior approval before the youth can enter into any agreement to purchase. The purchases shall be discussed with the provider for approval and the CSW notified before permission is granted.

Weapons: Weapons are not permitted in the program. Examples include but are not limited to: bullets, ammunition, pistols, BB guns, water guns, capped guns, paint guns, rifles, or any other type of simulated weapons, knives (except for cooking purposes) swords, bow and arrows,

Transitional Housing Placement Program Contract Rights and Responsibilities of the Participant and the Provider

baseball bats, golf clubs and other sports equipment designated unsafe by the provider. These items will be kept in the THPP office and not the THPP unit.

Visitor(s): Parents and adult relatives will visit for court order and must be approved by CSW. Friends are allowed to visit and must comply with the THPP rules. No overnight visitors are permitted – no exceptions. No loud music or loud visitors are permitted. Babysitting and child care is not permitted in the THPP. Younger children who are visiting must be in the company of an adult (other than yourself) at all times. Visitors may not bring alcohol, drugs, cigarettes, or weapons onto THPP grounds.

THPP PERSONAL RIGHTS

- a) THPP licensees are not subject to the provisions in Section 80072. Instead, THPP licensees are subject to the following and the following shall apply:
- b) The licensee shall ensure that each participant is accorded the personal rights specified in this section.
- c) Each participant and his/her authorized representative, shall be personally advised and given at admission a copy of the rights specified below.
- d) Each participant shall have personal rights, which include but are not limited to the following:
 - 1) To be accorded the greatest level of independence consistent with safety and the participant's ability and maturity level as outlined in the participant's Needs and Services Plan or TILP in order to prepare the participant for self-sufficiency.
 - 2) To be accorded safe, healthful and comfortable home accommodations, furnishings and equipment that are appropriate to his/her needs.
 - 3) To be treated with respect and to be free from physical, sexual, emotional or other abuse in accordance with Section 86072(d)(5).
 - 4) To be free from corporal or unusual punishment, infliction of pain, humiliation, intimidation, ridicule, coercion, threat, mental abuse, or other actions of a punitive nature including but not limited to interference with the daily living

Transitional Housing Placement Program Contract Rights and Responsibilities of the Participant and the Provider

functions of eating, sleeping, or toileting, or withholding of shelter, clothing, or aids to physical functioning.

- 5) To have fair and equal access to all available services, placement, care, treatment, and benefits, and not to be subjected to discrimination or harassment on the basis of actual or perceived race, ethnic group identification, ancestry, national origin, color, religion, sex, sexual orientation, gender identity, mental or physical disability, or HIV status.
- 6) To receive necessary medical, dental, vision, and mental health services.
- 7) To contact Community Care Licensing Division of the State Department of Social Services regarding violations of rights, to speak to representatives of the office confidentially and to be free from threats or punishments for making complaints.
- 8) To have social contacts with people outside of the foster care system, such as teachers, church members, mentors and friends, in accordance with Section 86072(d)(5).
- 9) To have social contacts with people outside of the foster care system, such as teachers, church members, mentors and friends, in accordance with Section 86072(d)(5)
- 10) To contact family members, unless prohibited by court order.
- 11) To visit and contact brothers and sisters, unless prohibited by court order.
- 12) To contact social workers, attorneys, foster youth advocates and supporters, and Court Appointed Special Advocates (CASA).
- 13) To have visitors, provided the rights of others are not infringed upon.
- 14) To attend religious services and activities of his or her choice.
- 15) To be free to attend court hearings and speak to the judge.
- 16) To have all his/her juvenile court records be confidential, consistent with existing law.

Transitional Housing Placement Program Contract Rights and Responsibilities of the Participant and the Provider

- 17) To be accorded dignity in his/her personal relationships with other persons in the home.
 - A) To be free from unreasonable searches of person.
 - B) To be free from unreasonable searches of personal belongings.
- 18) To have visitors as specified by the licensee's policies, in accordance with Welfare and Institutions Code Section 16522.1(h), including:
 - (A) Relatives, including parents unless prohibited by court order or by the participant's authorized representative.
 - (B) Authorized representative and placing agency.
 - (C) Other visitors unless prohibited by court order or by the participant's authorized representative or placing agency.
- 19) To possess and control his/her own cash resources unless otherwise agreed to in the participant's needs and services or TILP and by the participant's placing agency and authorized representative.
- 20) To possess and use his/her own personal possessions, including toilet articles.
 - A) Clothing and personal items provided shall be in accordance with Section 86072(d) (5).
- 21) To have access to a telephone to make and receive confidential calls.
- 22) To send and receive unopened correspondence.
- 23) To have access to existing information regarding available educational options, including, but not limited to, coursework necessary for vocational and postsecondary educational program, and financial aid information for these programs.
- 24) In addition to the personal rights as specified in this section, all participants shall be entitled to all personal rights specified in Welfare and Institutions Code Section 16001.9.

Transitional Housing Placement Program Contract Rights and Responsibilities of the Participant and the Provider

NOTE: Authority cited: Sections 1530 and 1559.110, Health and safety Code, Section 16522, Welfare and Institutions Code. Reference: Sections 1501, 1531, Health and Safety Code; Sections 16001.9, 16500, and 16522.1, Welfare and Institutions Code.

Emergencies

The participant shall be trained on the disaster plan created by earthquakes, fires or natural disasters. A 24-hour cell phone number will be available for the participant to use in case of an emergency. Staff member assignments will be posted in the THPP unit.

Apartment Furnishings

Shall be in good and safe conditions at all times; are replaced by the provider when the furniture is no longer in good condition. At the time of orientation, the provider will inform the participant of the furnishings they will be able to have with them when they successfully transition from the THPP. Stove and refrigerators shall remain in the unit. Participants may take their bedroom and living furniture, towels, sheets, dishware, and other household items. More than one participant shall divide the household items.

Household Decorations

Unit decorations must be conventional, not cause structural damage to walls, doors or windows. Pornography and posters/pictures deemed to be in poor taste are not appropriate. The decorations must also be in compliance with the landlord requirements.

Lending and Borrowing Money

The participant is not allowed to lend or borrow money. Losses you may incur if this happens are the responsibility of the participant.

Pregnancy

The participant may continue to remain in the program as long as the THPP provider is able to meet your needs. The participant is responsible for obtaining medical check ups and to provide staff with the medical form regarding your condition. The CSW will be notified of your condition. If required, the provider shall request an alternative placement located by the CSW. Parenting teens shall not be placed with single participants.

Transitional Housing Placement Program Contract Rights and Responsibilities of the Participant and the Provider

Grievance Procedure

The participant may file a grievance when he or she believes unfair treatment has occurred. You will be given the telephone numbers for Community Care Licensing Division Licensing Program Analyst, DCFS representative and County THPP Program Manager.

The participant shall be given grievance procedures on the initial day of placement. The participant may file a written grievance. The staff member involved shall write a statement regarding the circumstance. The THPP staff members shall meet with the participant to resolve the participant's concern(s). If necessary, the THPP provider shall meet with the participant for resolution.

Medical Problems

THPP participants are required to have current physical, dental and eye examinations (if require) at the time of placement in the THPP.

The THPP provider will ensure the participant is notified when a medical/dental and or eye examination is required.

A participant taking psychotropic medication(s) must have a current curt-ordered psychotropic medication authorization form provided by the CSW.

The participant will be trained in first aid procedures and supplied with a first aid kit in their unit.

The participant will have a list of emergency telephone numbers and addresses in the event of a medical emergency. This includes but is not limited to fire department, crisis center, community physicians and dentists, hospital and medical clinics.

Grounds for Termination

The THPP staff shall initially conferences with you and the CSW to stabilize your placement.

The participant may be terminated from the THPP for the following conditions:

- Housing runaways in your unit.
- Selling or continued use of drugs.
- Continued use of alcohol.

Transitional Housing Placement Program Contract Rights and Responsibilities of the Participant and the Provider

- Allowing gang members or association of gangs to visit or come on the THPP unit site.
- Endangering yourself or others by the participant's continued presence in the program.
- Excessive amount of telephone bills.
- Refusal to attend school after a stabilization meeting.
- Possession of weapons on or off the THPP unit site.
- Unauthorized vehicle without THPP staff approval and the required documents, for example, valid driver's license, insurance, registration, driving or riding other THPP participants in an unauthorized vehicle.
- Refusal to seek and maintain employment by the required time.
- Refusal to participate in the mandatory independent living training workshops/meetings.
- Refusal to budget money, purchase food, etc. and provide the required receipts.
- Continued refusal to cooperate with the THPP, cursing and rude behavior to staff after counseling.
- Ongoing violations of the THPP rules and regulations.
- The determination the THPP is no longer able to meet the participant's needs.

Discharge or Removal

Criminal behavior that leads to an arrest by law enforcement for a length of time; continued complaints from neighbors/tenants which threaten the program or continued use of the THPP unit. Emergency medical or psychiatric care that leads to long term residential care.

Personal Care Items

The THPP participant shall receive the following items on the initial day of placement:

- Personal hygiene.

**Transitional Housing Placement Program Contract
Rights and Responsibilities
of the Participant and the Provider**

----- Grocery list for food and fresh fruits and vegetables.

----- Cleaning items.

----- Laundry items.

----- First aid items.

----- A fire extinguisher shall be in each THPP unit, you shall receive training on the use of the fire extinguisher at initial placement.

----- Linens

(Please refer to the attached Personal Items Inventory list.)

Transitional Housing Placement Program Contract Rights and Responsibilities of the Participant and the Provider

THPP PERSONAL ITEM INVENTORY				
AGENCY				
PARTICIPANT'S NAME		DATE		
<u>PERSONAL HYGIENE</u>			<u>LAUNDRY ITEMS</u>	
<input type="checkbox"/>	FACIAL TISSUE	<input type="checkbox"/>	LAUNDRY DETERGENT	
<input type="checkbox"/>	BATH SOAP	<input type="checkbox"/>	BLEACH	
<input type="checkbox"/>	TOOTHBRUSH	<input type="checkbox"/>	FABRIC SOFTENER	
<input type="checkbox"/>	TOOTHPASTE	<input type="checkbox"/>	STAIN/SPOT REMOVER	
<input type="checkbox"/>	MOUTHWASH	<input type="checkbox"/>	LAUNDRY BASKET	
<input type="checkbox"/>	DENTAL FLOSS	<input type="checkbox"/>	OTHER	
<input type="checkbox"/>	DEODORANT	<input type="checkbox"/>	<u>FIRST AID ITEMS</u>	
<input type="checkbox"/>	COMB	<input type="checkbox"/>	STERILE GAUZE	
<input type="checkbox"/>	BRUSH	<input type="checkbox"/>	FIRST-AID TAPE	
<input type="checkbox"/>	SHAMPOO	<input type="checkbox"/>	STERILE GAUZE PADS	
<input type="checkbox"/>	HAIR CARE PRODUCTS	<input type="checkbox"/>	COTTON BALLS	
<input type="checkbox"/>	LOTION	<input type="checkbox"/>	RUBBING ALCOHOL	
<input type="checkbox"/>	ACNE MEDICATION	<input type="checkbox"/>	HYDROGEN PEROXIDE	
<input type="checkbox"/>	SANITARY NAPKINS/TAMPONS (FEMALE)	<input type="checkbox"/>	ANTISEPTIC SPRAY	
<input type="checkbox"/>	Q-TIPS	<input type="checkbox"/>	CURRENT EDITION OF A FIRST AID MANUAL (APPROVED BY THE AMERICAN REDCROSS/AMERICAN MEDICAL ASSOCIATION OR STATE OR FEDERAL AGENCY)	
<input type="checkbox"/>	PETROLEUM JELLY			
<input type="checkbox"/>	TOILET PAPER			
<input type="checkbox"/>	OTHER			
<u>CLEANING ITEMS *</u>				
<input type="checkbox"/>	ALL PURPOSE CLEANER			
<input type="checkbox"/>	SCOURING POWDER	<input type="checkbox"/>	OTHER	
<input type="checkbox"/>	BLEACH		<u>LINENS</u>	
<input type="checkbox"/>	MILDEW REMOVER	<input type="checkbox"/>	FITTED SHEET	
<input type="checkbox"/>	SPONGES	<input type="checkbox"/>	FLAT SHEET	
<input type="checkbox"/>	BROOM	<input type="checkbox"/>	PILLOWCASE	
<input type="checkbox"/>	MOP & BUCKET	<input type="checkbox"/>	BLANKET	
<input type="checkbox"/>	PAPER TOWELS	<input type="checkbox"/>	BEDSPREAD	
<input type="checkbox"/>	GLASS CLEANER	<input type="checkbox"/>	BATH TOWELS (2)	
<input type="checkbox"/>	FURNITURE POLISH	<input type="checkbox"/>	WASH CLOTHS (5)	
<input type="checkbox"/>	DUST CLOTHS			
<input type="checkbox"/>	DISH RAG (3)			

**Transitional Housing Placement Program Contract
Rights and Responsibilities
of the Participant and the Provider**

<input type="checkbox"/>	DISH TOWELS (5)			
<input type="checkbox"/>	OVEN CLEANER			

UPON INITIAL PLACEMENT CONTRACTOR HAS PROVIDED YOU WITH ALL OF THE ABOVE FULL-SIZE PERSONAL HYGIENE ITEMS AND OTHER ITEMS LISTED ABOVE.

PARTICIPANT'S SIGNATURE

DATE

AGENCY STAFF SIGNATURE

DATE

* IF PARTICIPANT SHARES A UNIT WITH OTHER PARTICIPANT(S) CONTRACTOR SHALL INITIALLY SUPPLY CLEANING ITEMS TO THE UNIT AND PARTICIPANT(S) WILL BE RESPONSIBLE FOR REPLACING THEM ON AS NEEDED BASIS.

THPP MONTHLY ALLOWANCE LOG

FOR _____ 200__.

(MONTH)

AGENCY: _____

PARTICIPANT: _____
(PRINT NAME)

ITEM **	AMOUNT RECEIVED	DATE	AMOUNT RECEIVED	DATE	TOTAL RECEIVED
FOOD \$200.00	\$		\$		\$
TELEPHONE* \$40.00	\$		\$		\$
LAUNDRY/ DRY CLEANING \$50.00	\$		\$		\$
TOILETRIES \$25.00	\$		\$		\$
CLOTHING \$75.00	\$		\$		\$
CLEANING SUPPLIES \$15.00	\$		\$		\$
BUS PASS \$30.00	\$		\$		\$
RECREATION \$60.00	\$		\$		\$
SAVINGS \$100.00	\$		\$		\$
MISC. \$65.00	\$		\$		\$
OTHER:	\$		\$		\$
	\$		\$		\$
FINES:					
___ Instance for:	(\$)		(\$)		(\$)
INCOME					
SOURCE:	\$		\$		\$
TOTAL EXPENSES/INCOME					\$

I RECEIVED THE ABOVE AMOUNTS FOR EACH ITEM LISTED AND I AGREE TO ADHERE TO THE ABOVE ESTIMATED MONTHLY BUDGET.

THPP PARTICIPANT'S SIGNATURE

DATE

MY SAVINGS GOAL IS	TO DATE I HAVE SAVED	PARTICIPANT'S INITIALS
\$	\$	

I PLAN ON USING MY SAVINGS UPON TRANSITION FOR THE FOLLOWING:

AGENCY STAFF DISTRIBUTING ALLOWANCE

DATE

* PARTICIPANT IS ONLY RESPONSIBLE FOR THEIR PORTION OF THE BILL ABOVE THE BASIC RATE

** THESE ARE THE MINIMUM AMOUNTS THAT THE PARTICIPANT IS TO RECEIVE MONTHLY.

Transitional Housing Placement Program Contract Rights and Responsibilities of the Participant and the Provider

Financial Responsibility

----- The THPP participant is responsible for the excess amount over the THPP telephone allowance.

----- Responsible for damage to furniture and the unit unless you can prove you did not participate in the destruction.

Orientation

At the time of initial placement, the THPP provider shall provide each THPP Participant, in the presence of the CSW, a full orientation based on its written orientation plan. A written copy of the procedures, rules and regulations and THPP Participant Contract shall also be provided to the THPP Participant and CSW.

THPP Provider shall give each THPP Participant a copy of the Foster Youth Bill of Rights and Personal Rights Legal Right for Teens in Out of Home Care along with Grievance/Complaint Procedures and disaster/emergency plan at the orientation.

Rental/Lease and Renter's Insurance

The Provider shall be responsible for securing and maintaining all lease/rental agreements, and renter's insurance policies including any and all payments/premiums for each Unit used for THPP Participants.

Personal Care Items

At time of placement, Provider shall provide each THPP Participant with new full-size/standard size (not travel size or promotional/trial size) items listed on the Personal Item Inventory. The Participant shall receive new sheets, towels, pots and pans, dishes, glassware, etc. Additionally, Provider shall provide appropriate personal hygiene/grooming and first aid items for infants placed with THPP Participants.

Required Furniture

Provider shall ensure that each THPP Unit is adequately furnished with furniture/appliances that will, with normal wear-and-tear, still be in good and safe condition when the THPP Participant emancipates.

Transitional Housing Placement Program Contract Rights and Responsibilities of the Participant and the Provider

Responsibility for Utility Costs

Provider shall be responsible for connecting, maintaining and payment of all related costs/bills for all utilities for each THPP Unit, including natural gas, electricity, water, trash, sewer maintenance, and any other utilities applicable to each Unit.

Telephone

Provider shall supply and maintain a minimum of one (1) telephone, and one (1) telephone line, for each Unit and pay for basic telephone service at all times. However, no more than two (2) THPP Participant shall share a telephone or telephone line. The THPP Participant is responsible for any costs above the basic telephone service costs.

Responsibility for Emergency Medical Care

In the event a THPP Participant and/or their child(ren), if applicable requires emergency medical treatment, the CONTRACTOR shall be responsible for providing the THPP Participant (and child(ren) if applicable) transportation.

When transporting Participants, Provider shall ensure the Participant and his/her own children are secured in a safety restraint system in accordance with Vehicle Code Sections 27325(e) and 27360(a).

Monthly Monetary Allowance

Provider shall provide and issue a monthly monetary allowance to each THPP Participant for (1) food, (2) telephone costs (above basic service costs), (3) laundry/dry-cleaning, (4) toiletries (5) clothing, (6) cleaning supplies, (7) bus pass, (8) recreation, (9) savings, and (10) miscellaneous items. The minimum amounts for each category are listed on the Monthly Allowance Log.

Provider shall issue Participant's monthly allowance not less than bi-weekly.

Clothing Inventory

Clothing shall be monitored by the Provider every three months. The Participant is to meet the requirements of the DCFS Clothing Inventory. The Participant shall use their THPP Clothing Allowance. At the time of transition, the youth shall have a minimum of three outfits for employment.

Transitional Housing Placement Program Contract Rights and Responsibilities of the Participant and the Provider

DCFS CLOTHING INVENTORY

AGENCY: _____ DATE: _____

NAME: _____ CASE # _____

☐ INITIAL INVENTORY

☐ QUARTERLY INVENTORY

ITEM	REQUIRED	# NEEDED	*REQUESTED/REPLACED
Underpants	8 pair		
Bras (female)	2		
Slip (female)	2		
T-Shirt	4-6		
Sweater	1		
Jacket/Coat	1		
School Outfits	6		
Casual Outfits	8		
Employment Outfits	3		
Regulation P.E. Outfit	1		
Pajama/Gown	2-4		
Bathrobe	1		
Belt	2		
Socks	8 pair		
Pantyhose (female)	4-6		
Slipper	1 pair		
Tennis/School Shoes	1 pair		
Tennis/Casual Shoes	1 pair		
Employment Shoes	1 pair		
Other:			

Participant's Signature: _____ Staff Signature: _____

Comments: _____

*At initial placement Agency shall request missing items through the Participants CSW. At any other time during the Placement Participant is responsible for replacing necessary items and shall be counseled by agency staff on how to do so.

Transitional Housing Placement Program Contract Rights and Responsibilities of the Participant and the Provider

Financial Responsibility

Financial Charges are limited to telephone costs above the basic telephone service costs and destruction of property in the THPP unit. A large bill shall be deducted from the THPP allowance over time and not all at once.

Savings Account

Provider shall assist each THPP Participant in establishing a savings account at a FDIC insured institution of the Participant's choice.

Receipts

Provider shall require THPP Participant to provide receipts for purchases made with their allowance(s) for food, clothing, and personal need items. In addition, each Participant shall remit the amount of their telephone bill monthly from their allowance for payment. A copy of each month's receipt for the telephone bill, signed by the Provider, shall be placed in the THPP Participant Record Folder.

Recreation

Provider shall ensure that each THPP Participant has resources, such as information on free community events of interest to the Participant and the opportunity for regular leisure time, rest/exercise, and informal daily recreational activities, such as appropriate reading material, games, television, radio, VCR, etc. Provider shall provide Participant, including transportation and admission, with weekly/monthly activities such as outings to the park, beach, movies, sporting events, concerts, cultural events, community events and other forms of recreation.

No Substitute for Money Except Pre-Paid Telephone Card

Except for monthly pre-paid telephone cards or pre-paid telephone calling plans, Provider shall **not** under any circumstances substitute non-monetary allowance items as replacements for monetary allowances due to the Participant. Such non-monetary items include but are not limited to, pre-paid food cards, gift certificates, money orders, food/clothing vouchers, retail gift cards and retail gift certificate or vouchers.

Housing

Provider shall work diligently with CSW and ensure that each THPP Participant has secured affordable housing prior to transition in accordance with Participant's TILP.

Transitional Housing Placement Program Contract Rights and Responsibilities of the Participant and the Provider

Emergency/Disaster Plan

Provider shall provide disaster/emergency preparedness training to prepare Participant in case of earthquakes, fire, floods, or other disaster.

Apartment Cleanliness

Participant shall be required to perform all routine chores of maintaining their Unit and will be monitored for compliance by CONTRACTOR.

Nutrition and Food Management, Storage, and Preparation

Training shall include at minimum, proper nutrition, a balanced diet, shopping for food, handling and preparing food for a nutritious and appetizing meal, and health and safety regulations for food storage and preparation, comparison shopping and using coupons.

If at any time a Participant and/or his/her child(ren) requires a special diet, the Provider shall provide training on preparing meals that meet the Participant's or child's special dietary needs.

Employment

CONTRACTOR shall provide THPP Participant with the skills and experiences to enable them to obtain and retain employment.

Medical and Dental Care Training

Training shall include how to receive adequate medical care while participating in the THPP program and after transition. The training shall include but not be limited to the following topics:

Medi-Cal Card

How to use his/her Medi-Cal Card including how to obtain medical insurance after transition.

Routine Medical Care

How to access medical care to meet his/her needs, including identifying a California Children's Health and Disability Prevention (CHDP) program provider/doctor or a doctor who provides CHDP equivalent exams and follow through.

Emergency Medical Care

Emergency medical treatment instructions are to be provided to each THPP Participant.

Transitional Housing Placement Program Contract Rights and Responsibilities of the Participant and the Provider

Dental Care/Oral Hygiene Training

Training shall include proper dental care and oral hygiene, how to find a dentist, and how to contact a dentist for routine or emergency dental care.

Monitoring of Participant's Educational Progress

Provider shall contact each THPP Participant's school counselor on a monthly basis to discuss the Participant's current high school credits and achievement level. Provider shall request assistance from Participant's school teachers in providing appropriate homework and education enrichment activities to assist the Participant in completion of high school requirements.

Provider shall also ensure that the needs of the THPP Participant are met as defined in the THPP Participant case plan.

Provider shall monitor to ensure that each THPP Participant spends at least two (2) hours each day including weekends, if necessary, to complete homework assigned by the Participant's school.

Provider shall provide resources for tutoring and/or a mentor for each THPP Participant and ensure to the extent feasible that the Participant maintains at least a "C" grade point average while attending school.

Discharge and Removal of a Participant

Unless a THPP Participant is at risk or a risk to others or in imminent danger, Provider shall use due diligence to stabilize the situation that might lead to the discharge of a Participant from the THPP program.

Legal Rights and Community Resources

Participant shall be informed on their legal rights and responsibilities and the community resources that are available.

**Transitional Housing Placement Program Contract
Rights and Responsibilities
of the Participant and the Provider**

I understand and agree to my rights and responsibilities in the THPP Contract and understand the responsibilities of the THPP Provider.

THPP Participant

Date

I understand and agree to the THPP Participant's rights and responsibilities and the responsibilities of the THPP Provider.

CSW

Date

I understand and agree to the THPP Participants rights and responsibilities and I agree and understand my responsibilities.

_____ by:
(THPP Agency Name)

THPP Agency's Authorized Name and Signature

Date

**The Transitional Housing Placement Program (THPP)
Aftercare Contact Form**

Agency: _____
 THPP Participant: _____ DOB: _____
 Entry Date: _____ Exit Date: _____ Planned Exit? Y or N

	Yes	No	Verified		Notes
			Yes	No	
High School Diploma					
Completion of Vocational Program					
Employed at Entry?					
Obtained Job While in THPP?					
Employed at Exit?					
Enrolled in School at Exit (e.g. college, high school, vocational school)?					

Total Transitional funds received at exit: \$ (Not including participants' savings)	Participants' savings: \$	Program funds provided: \$
--	---------------------------	----------------------------

Destination Address at Exit:					
Telephone	Cell Phone	Email Address	Facebook	Twitter	MySpace

Adults that can provide you support and guidance

Name	Address:
	Telephone

Name	Address:
	Telephone

	Very helpful (Like an A)	Helpful (Like a B)	Neutral (Like a C)	Somewhat helpful (Like a D)	Not helpful at all (Like an F)	I did not receive assistance in this area
How helpful was the training you received in Money Management ?						
How helpful was the training you received in Employment Skills ?						
How helpful was the training you received in Decision-Making ?						
How helpful was the training you received in Securing Housing ?						
Name		Address:				
		Telephone				

	Excellent (Like an A)	Good (Like a B)	Neutral (Like a C)	Fair (Like a D)	Poor (Like an F)	I did not receive assistance in this area
Rate how you feel the THPP program prepared you for living independently .						
Rate the overall quality of the Life Skills training you received while in the THPP program.						
Rate your overall experience in the THPP program.						

Date of Contact:	Education status:
	Employment status:
	Housing status:
Method of Contact:	

Date of Contact:	Education status:
	Employment status:
	Housing status:
Method of Contact:	

Date of Contact:	Education status:
	Employment status:
	Housing status:
Method of Contact:	

List of Current THP-Plus and THPP Contractors

THP-PLUS CONTRACTORS:

<u>CONTRACTOR NAME</u>	<u>CONTRACT NUMBER</u>
1. St. Anne's Maternity Home	08-002-01
2. The Richstone Center, Inc.	08-002-02
3. Changing the Health of Adolescents Impacting the Nation Reaction Inc.	08-002-03
4. D & R Turning Point, Inc.	08-002-04
5. David and Margaret Home, Inc.	08-002-05
6. Five Acres – The Boys' and Girls' Aid Society of Los Angeles County	08-002-06
7. Hope Opportunity Motivation & Education, Inc.*	08-002-07
8. Leroy Haynes Center for Children & Family Services, Inc.	08-002-08
9. Rosemary Children's Services	08-002-10
10. San Gabriel Children's Center, Inc.	08-002-11
11. United Friends of the Children	08-002-12
12. Renaissance Unlimited Homes, Inc.*	08-002-13

THPP CONTRACTORS:

<u>CONTRACTOR NAME</u>	<u>CONTRACT NUMBER</u>
1. First Steps for Youth	08-010-01
2. Hope Opportunity Motivation & Education, Inc.**	08-010-02
3. Renaissance Unlimited homes, Inc.**	08-010-03

Note: * - Concurrent THPP contractor.

** - Concurrent THP-Plus contractor.